The State of New Hampshire and the Developer/Operator hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name Department Of Transportation		1.2 State Agency Address P.O. Box 483, Concord NH 03302-0483	
1.3 Developer Name Granite State Hospitality, LLC, d/b/a The Common Man Hooksett		1.4 Contractor Address 312 Daniel Webster Highway Meredith, NH 03253	
1.5 Contractor Phone Number	1.6 Account Number 096-961017-XXXX-XXX 096-961017-XXXX-XXX	1.7 Completion Date June 30, 2048	1.8 Price Limitation
1.9 Contracting Officer for State Agency David J. Brillhart, P.E. Assistant Commissioner		1.10State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature E J McLear		1.12 Name and Title of Contractor Signatory E J McLear Granite State Hospitality LLC, EJ McLear	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On May 30, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Daphne L Manifold [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace		DAPHNE L. MANIFOLD Notary Public - NH My Commission Expires April 18, 2017	
1.14 State Agency Signature M D. M		1.15 Name and Title of State Agency Signatory M D. M State of NH - Dept. of Transportation Christopher D. Clement, Commissioner	

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By:	On:
1.18 Approval by the Governor and Executive Council	
By:	On:

GROUND LEASE CONTRACT

THIS AGREEMENT is made on the 30 day of May, 2013 between the State of New Hampshire, acting through the Department of Transportation, Bureau of Turnpikes having an office at 36 Hackett Hill Road, Hooksett, NH 03106(hereinafter referred to as the "State") and Granite State Hospitality, LLC dba The Common Man Hooksett, a limited liability company organized under the laws of the State of New Hampshire with offices at 312 Daniel Webster Highway, Meredith, N.H., 03253, which together with its successors and assigns is hereinafter sometimes referred to as the "Developer/Operator").

WITNESSETH:

WHEREAS, the State is the owner of real property located adjacent to F. E. Everett Turnpike, in Hooksett, New Hampshire (the "Turnpike") more particularly described herein;

WHEREAS, the State seeks to engage the Developer/Operator in a Ground Lease Contract to construct, operate, and maintain for and on behalf of the State, new Service Areas in place of the existing northbound and southbound Rest Areas located north of the Hooksett Toll Plaza on the Turnpike;

WHEREAS, on July 17, 2012 the State issued a Request for Qualifications, RFQ 2013-148, and subsequently on October 15, 2012 the State issued a Request for Proposals "Hooksett Service Area Development Project", RFP 2013-148 (together with all schedules, exhibits, amendments and written answers thereto, the "RFP") as amended, for the financing, design, construction, operation and maintenance of the Hooksett Service Areas more particularly described herein; **(Any term used but not defined herein shall have the meaning set forth in the RFP; other terms and definitions are defined below)**;

WHEREAS, the RFP sought proposals from developer/operators who would perform significant site redevelopment improvements including construction of new buildings, as well as operating and managing all food, fuel and other traveler related retail services, including convenience stores and restroom facilities;

WHEREAS, the State desires that the Developer/Operator provide new, high quality facilities to replace the existing Rest Areas and liquor stores, ensure that the facility design and operation will provide a positive customer experience for the commuter, recreational traveler, and liquor store patron, and provide a fair return to the State and provide for the transfer of the facilities in satisfactory condition at the end of the lease term;

WHEREAS, pursuant to the RFP the Developer/Operator submitted a Proposal and upon request by the State, a Best and Final Offer (BAFO). Based upon the Proposal and supporting documentation, BAFO, and other information submitted by the Developer/Operator, the State selected the Proposal;

WHEREAS, the Developer/Operator represents and warrants to the State that the Developer/Operator is qualified to conduct the business and meet the obligations hereinafter stated, and that its undersigned officer is authorized to execute this Contract on behalf of the Developer/Operator; and

WHEREAS, the State and Developer/Operator now desire to execute and deliver the Contract in order to confirm their mutual understandings and agreements with respect thereto.

NOW, THEREFORE, in consideration of the foregoing promises herein set forth, the parties hereto mutually agree as follows:

The State hereby leases to the Developer/Operator and the Developer/Operator hereby leases from the State real property for;

- the demolition of the existing facilities;
- the construction, operation, and maintenance of new Service Area facilities, to be used for the preparation and service of food and non-alcoholic beverages to patrons of the Turnpike, and new liquor stores to be operated and interior maintained by the New Hampshire Liquor Commission (NHLC), together with lands, parking lots, rest rooms and other facilities;
- the construction, operation, and maintenance of automobile fueling stations;

Collectively these facilities shall be known as the Hooksett Service Areas, located in the Town of Hooksett, New Hampshire, as more particularly described in the legal descriptions attached hereto in Exhibit A and incorporated herein and shown on the plans attached hereto as Exhibit B and incorporated hereto.

This instrument is made upon the following conditions and covenants:

1. INCORPORATION OF DOCUMENTS

This Ground Lease Contract consists of the following, which are incorporated by reference and which together, with any and all amendments hereto, is sometimes hereafter referred to as the "Contract":

A. (Intentionally left blank)
B. This Ground Lease Contract
C. Consolidated Exhibits which are referenced or attached to the Contract as noted:

i. Exhibit A – Description of Legal Property
ii. Exhibit B – Property Plan
iii. Exhibit C - Tiered Percent Rent, Estimated Percent Rent, Estimated Fuel Rent Chart
iv. Exhibit D - Guaranteed Minimum Annual Rent, Estimated Percent Rent, Estimated Fuel Rent Chart
v. Exhibit E - The Common Man Hooksett BFAO, Dated March 25, 2013 with all its Attachments, by Reference
vi. Exhibit F –The Common Man Hooksett Proposal, Dated January 29, 2013 with all its Attachments, by Reference
vii. Exhibit G- NHDOT RFP 2013-148 with Addenda, incorporated
viii. Exhibit H - The Common Man Hooksett Qualifications with all its Attachments, by Reference
ix. Exhibit I – Developer/Operator's Certificates and Attachments
x. Exhibit J - Requirements for the Design, Construction, and Operation of the Self Service Automobile Fueling Stations (attached)
xi. Exhibit K – Post BAFO/Pre Contract Conceptual Design

2. ORDER OF PRECEDENCE

Documents, the following Order of Precedence shall govern:

A. State of New Hampshire, Department Of Transportation, Bureau of Turnpikes Ground Lease Contract 2013-148.
B. State of New Hampshire, Department Of Transportation, Bureau of Turnpikes RFP 2013-148
C. The Common Man Hooksett BAFO, dated March 25, 2013;
D. The Common Man Hooksett Proposal, dated January 29, 2013.

3. STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

The Developer/Operator, and its subcontractors and sublessees will incorporate these terms and conditions into all subcontracts and sub leases.

STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

3.1 Effective Date: Completion of Services

3.1.1 The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves the Contract (the "Effective Date").

3.1.2 The State does not require the Developer/Operator to commence work prior to the Effective Date; however, if the Developer/Operator commences work prior to the Effective Date, such work shall be performed at the sole risk of the Developer/Operator. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Developer/Operator for any costs incurred or services performed.

4. PROPERTY DESCRIPTION

The State is the owner of real property located adjacent to the F.E. Everett Turnpike in Hooksett, New Hampshire. Such property is currently designated as the Hooksett Rest Areas, in the Towns of Bow and Hooksett, all in the State of New Hampshire, as more particularly described in the legal descriptions attached hereto as Exhibit A and shown on the plans attached hereto as Exhibit B and incorporated hereto.

In the event of a conflict between the plans and the legal description, the legal description will control. Said premises will be hereinafter referred to as "the Leased Premises" and shall be for use in common with the State of New Hampshire and its patrons in accordance with the terms of the Contract.

5. DEVELOPMENT REQUIREMENTS

Development of the Hooksett Service Areas shall take place within the limits of the real property described in Exhibit A. The Developer/Operator must minimize customer inconvenience during the development process subject to the terms described herein. Furthermore, development activities shall be planned and scheduled to provide new facilities in the most expeditious manner possible. Once development activities are substantially complete and the Developer/Operator has opened the new Service Areas for business (the "Completion Date"), the Developer/Operator shall assume responsibilities for site operations. The Hooksett Service Areas shall at a minimum meet the program requirements identified herein. All plans and concepts

shall be approved in writing by the State as identified in Section 13 *Design Requirements.* Plan reviewers will include the New Hampshire Department of Transportation, Bureau of Turnpikes (State), New Hampshire Department of Transportation (NHDOT), the New Hampshire Liquor Commission (NHLC), New Hampshire Bureau of Public Works (BPW) and the New Hampshire Department of Resources and Economic Development (DRED).

The Developer/Operator will be responsible for all aspects of the Project including, but not limited to:

- Demolition of the existing northbound and southbound rest areas and liquor stores.
- All site work including parking, sidewalks, gates, fencing, landscaping, seating, lighting, utilities, security, etc.
- Construction of a new Service Area building northbound and southbound accommodating a variety of food and travel service offerings, including a food service court area, new liquor store, visitor information center, convenience store and restroom facilities. New liquor stores at each site to be purchased by the NHLC for their operation and interior maintenance.
- Construction of a new, self-service automobile fueling station at each site.
- Operation and maintenance of the new Service Areas until June 30, 2048 as defined under the Contract, unless terminated earlier as provided herein.

The Developer/Operator shall be responsible for all development costs associated with the Project including, but not limited to, demolition, construction, operation and maintenance of the Hooksett Service Areas as described in the Contract. The Developer/Operator may engage subcontractors/sublessees to deliver required services subject to the terms and conditions of the Contract. The Developer/Operator shall remain wholly responsible for performance of the Contract, regardless of whether a subcontractor or sublessee is used. The State will consider the Developer/Operator to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

6. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Developer/Operator and State personnel. The Developer/Operator shall provide all necessary resources to perform its obligations under the Contract. The Developer/Operator shall be responsible for managing the Project to its successful completion.

6.1 The Developer/Operator Contract Manager

The Developer/Operator shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Developer/Operator Contract Manager is:

Edward J. "Rusty" McLear
Contract Manager
Granite State Hospitality, LLC
312 Daniel Webster Highway
Meredith, NH 03253
Tel: (603) 677-8652
Fax: (603) 279-5665
Email: michelle@millfalls.com

6.2 Developer/Operator Project Manager

The Developer/Operator shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. The Developer/Operator's selection of the Developer/Operator Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's sole discretion, review of the proposed Developer/Operator Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Developer/Operator Project Manager (which term shall be deemed to include any substitute or replacement the Developer/Operator Project Manager) who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction. Any such removal or reassignment shall first be preceded by reasonable written notice of any perceived deficiencies and the parties shall use good faith efforts to obtain compliance, failing which the State shall provide the Developer/Operator written notice of demand for replacement or reassignment, sending a copy to the Leasehold Mortgagee (as defined hereinbelow). The Developer/Operator shall provide the current the Developer/Operator Project Manager with the minimum notice of termination or reassignment required under any agreement then in place between the Developer/Operator and the Development /Operator Project Manager, not to exceed seven (7) calendar days, and then replace or reassign (at its discretion) a new Developer/Operator Project Manager within ten (10) calendar days thereafter, unless extended in writing by mutual agreement.

The Developer/Operator Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Developer/Operator's representative for all administrative and management matters. The Developer/Operator Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit G. The Developer/Operator Project Manager must be available to promptly respond during

Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Developer/Operator Project Manager must work diligently and use his/ her best efforts on the Project.

The Developer/Operator shall not change its assignment of the Developer/Operator Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Developer/Operator Project Manager shall not be unreasonably withheld, conditioned or delayed. The replacement Developer/Operator Project Manager shall have comparable or greater skills than the Developer/Operator Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks and approval pursuant to this Section 6.2 hereof. The Developer/Operator shall assign a replacement the Developer/Operator Project Manager within ten (10) business days of the departure of the prior the Development/Operator Project Manager, and the Developer/Operator shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Developer/Operator Project Manager.

In accordance with Section 30 of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Developer/Operator in default and pursue its remedies at law and in equity, if the Developer/Operator fails or neglects after any applicable cure period to assign a Developer/Operator Project Manager meeting the requirements and terms of the Contract on the terms and conditions as are set forth herein.

The Developer/Operator Project Manager is:

Thomas Boudette
Construction Project Manager
Granite State Hospitality, LLC
312 Daniel Webster Highway
Meredith, NH 03253
Tel: (603) 344-9968
Fax: (603) 279-5665
Email: thomasboudette@gmail.com

6.3 The Developer/Operator Key Project Staff

The Developer/Operator shall assign Key Project Staff who meet the requirements of the Contract set forth in Exhibit G, sometimes referred to as the Developer/Operator Key Project Staff. The State may conduct reference and background checks on the Developer/Operator Key Project Staff. The State reserves the right to require removal or reassignment of the Developer/Operator Key Project Staff (which term shall include any substitute or replacement Developer/Operator Key Project Staff) who are found reasonably unacceptable to the State. Any such removal or reassignment shall

first be preceded by reasonable written notice of any perceived deficiencies sent to the Developer/Operator and the Leasehold Mortgagee, whereupon the parties shall use good faith efforts to obtain compliance and remedy such deficiencies, failing which the State shall provide the Developer/Operator written notice of demand for replacement or reassignment,, sending a copy thereof to the Leasehold Mortgagee. The Developer/Operator shall provide the Developer/Operator Key Project Staff with the minimum notice of termination or reassignment required under any agreement then in effect between such Developer/Operator Key Project Staff and the Developer/Operator, not to exceed seven (7) calendar days and then replace or reassign (at the discretion of the Developer/Operator) the Developer/Operator Key Project Staff within ten (10) calendar days thereafter.

The Developer/Operator shall not materially change any of the Developer/Operator Key Project Staff roles consistent with their titles without providing the State written justification or explanation and obtaining the prior written approval of the State. State approvals for replacement of the Developer/Operator Key Project Staff will not be unreasonably withheld, conditioned or delayed. The replacement Developer/Operator Key Project Staff shall have comparable or greater skills than the-Developer/Operator Key Project Staff being replaced and shall meet the requirements of the Contract, including but not limited to the requirements set forth in RFP.

In accordance with Section 30 of the Contract, the State shall have the option to terminate the Contract, declare the Developer/Operator in default and to pursue its remedies at law and in equity, if the Developer/Operator fails or neglects to assign or reassign the Developer/Operator Key Project Staff meeting the requirements and terms of the Contract.

The Developer/Operator Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members	Title
Alexander Ray, Granite State Hospitality, LLC	Developer/Operator
Edward J. "Rusty" McLear, Granite State Hospitality, LLC	Contract Manager
Thomas Boudette, Granite State Hospitality, LLC	Construction Project Manager
R. Gordon Leedy, Jr., Vanasse Hangen Brustlin, Inc.	Project Engineering Manager
Jeffery S. Downing, Conneston Construction, Inc.	Construction Manager
Ward D'Elia, Samyn-D'Elia Architects, P.A.	Project Architect

6.4 State Contract Manager
The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

David S. Smith, P.E.
Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Road
Tel: (603) 485-3806
Fax: (603) 485-2107
Cell (603) 419-0280
Email: dssmith@dot.state.nh.us

6.5 State Project Manager
The State shall assign a Project Manager. The State Project Manager's duties shall include the following:
a. Leading the Project;
b. Engaging and managing all Contractors;
c. Managing significant issues and risks.
d. Reviewing and accepting Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals; and
g. Managing stakeholders' concerns.

The State Project Manager is:
David S. Smith, P.E.
Department of Transportation
Bureau of Turnpikes
36 Hackett Hill Road
Tel: (603) 485-3806
Fax: (603) 485-2107
Cell (603) 419-0280
Email: dssmith@dot.state.nh.us

The State will inform the Developer/Operator Contract Manager in writing of any changes to the State Contract Manager or State Project Manager.

7. PRODUCT OFFERINGS AND SERVICE STANDARDS

The Developer/Operator agrees to operate the Leased Premises on the Turnpike in a highly efficient and attractive manner and to conduct its operations so as to make its facilities on the Turnpike models of proper management, both for the service to the public and the winning of public esteem for the Developer/Operator, its service and products, and for the Turnpike as a whole. In this respect, the continuous

maintenance of high quality sanitation, cleanliness, food products, food service, fuel products, fuel service, personnel training, customer services and general operations are of the essence of the Contract.

The Developer/Operator will be permitted to dispense: food, non-alcoholic beverages (with the exception of beer, which may be sold in the convenience store upon receipt of a license to sell beer from the NHLC) and such other products, including without limitation candy, snacks, beverages, tobacco products, maps, food and travel aids as are customarily sold at convenience stores for the comfort of their patrons. In addition, the Developer/Operator shall be entitled to offer for sale ski area lift tickets, tickets for entertainment venues or facilities in New Hampshire and items made in New Hampshire. The second floor space may include meeting/ function room facilities or such other facilities, which second floor space use shall be subject to approval by the State, which shall not be unreasonably withheld, conditioned or delayed. A branch bank office space may be included at the discretion of the Developer/Operator. The Developer/Operator agrees not to use or to permit any part of the Leased Premises to be used for any other purpose, except as specifically allowed by the Contract or as permitted by the State in writing, which permission shall not be unreasonably withheld, conditioned or delayed.

In addition, the Developer/Operator may (a) sell a selection of retail items, such as souvenirs, clothing, and regional products; and (b) operate carts outside in areas mutually agreed upon and sell from those carts any item the Developer/Operator is allowed to sell inside the buildings constructed on the Leased Premises.

The Developer/Operator will operate at each site franchise or branded facilities as provided in the Developer/Operator's Proposal. The Developer/Operator shall operate these facilities in accordance with the terms of the Contract and the applicable franchise or licensing agreements unless and until the State agrees in writing that any one or more of these facilities may be discontinued or replaced with one or more alternatives. The Developer/Operator shall not change substantially the food service concepts or franchises set forth in the Contract, all as more fully described herein, without the prior written approval of the State, which shall not be unreasonably withheld, conditioned or delayed. Any change in concept required by a franchisor of all of its franchisees may be implemented upon the Developer/Operator's giving prior written notice thereof to the State, in which event prior approval of the State will not be necessary.

As to matters involving sanitation, cleanliness, food quality, personnel training, customer service and general operations, any facility operated by the Developer/Operator on the Leased Premises shall be conducted in strict accordance with the highest standards applicable to facilities of the same type. All such aspects of the Developer/Operator's operations shall conform to the manual of operating data or comparable operating guidelines issued by the applicable franchisor as from time

to time in effect.

Without limiting the generality of the foregoing requirements, the Developer/Operator shall assure that Turnpike patrons are served promptly, efficiently and courteously and that a sufficient number of trained and properly attired personnel are on duty to operate the Leased Premises. All food, drinks, beverages, confections, merchandise and other items sold or kept for sale under the Contract shall be wholesome and pure, and must conform in all respects to Federal, State and municipal laws, ordinances and regulations. All goods and services offered for sale must be in good taste and be considered appropriate, proper and consistent with the State's obligations to the patron. Items such as magazines that display nudity or X-rated movies, as well as dangerous items such as knives, guns, fireworks, and other items that may cause damage or harm are not considered wholesome and pure and are prohibited from sale.

The Developer/Operator shall, in and about all Leased Premises, control the conduct, demeanor and appearance of persons doing business with it, as well as its agents, servants and employees, and exert reasonable control over the conduct of its customers, guests and invitees.

8. TERM

The term of the Contract (the "Term") shall commence on July 1, 2013 (or when approved by Governor and Council, whichever is later – the "Commencement Date") and, unless sooner terminated in accordance with the provisions hereof, shall extend to the Expiration Date (as defined below). Notwithstanding the actual date of the Commencement Date, however, the Developer/Operator's obligation to pay Rent under Section 9 of the Contract shall commence on April 29, 2015, or such earlier date as each of the Developer/Operator's Service Area buildings is substantially complete and each has opened for business by the Developer/Operator and shall thereafter extend to the Expiration Date. The Expiration Date of the Contract shall be June 30, 2048 unless sooner terminated or extended pursuant to this Section 8.

The State may extend the Term of the Contract, for up to two additional five-year terms, at its sole discretion. Any such extension shall be in writing and require the signature of the Developer/Operator and the State.

The State covenants that the Developer/Operator, on paying the Rent as defined herein and performing the Developer/Operator's obligations in the Contract, shall peacefully and quietly have, hold and enjoy the Leased Premises throughout the Term, without hindrance, ejection or molestation by any person lawfully claiming under the State, except that the State shall have and enjoy all rights of entry and all other rights set forth herein.

9. RENT PAYMENTS

From and after the commencement of the Contract, the Developer/Operator covenants and agrees to pay for each fiscal year, or portion thereof, Fixed Rent (as defined in Section 9.2) and Tiered Rent (as defined in Section 9.3) (Collectively the "Rent") as provided in this Section 9. For avoidance of doubt, no Tiered Rent shall be due and payable for the months of May and June 2015.

9.1 Payment

All Rent shall be paid in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at such place as the State in writing may designate, without any set-off or deduction whatsoever (except as otherwise provided herein) and without any prior demand therefore. Annual Rent shall be based on the State fiscal year, which runs July 1 to June 30 (called either the "Fiscal Year" or "Lease Year"). In the absence of such written designation, all Rent shall be paid at the office of the State, payable to "Treasurer, State of New Hampshire", at the Rent Payment Address provided below:

Bureau of Turnpikes
P.O. Box 2950
Concord, NH 03302-2950

9.2 Fixed Rent

Each calendar month during the Term of the Contract, the Developer/Operator shall pay the Fixed Rent described in Exhibit D in the amount of one twelfth of the Fixed Rent for the corresponding lease year, payable on or before the first (1st) day of each calendar month.

9.3 Tiered Rent

Subject to the thresholds described in this Section 9.3, the Developer/Operator shall also pay Percentage Rent, based on Gross Sales as that term is defined in Section 10 of the Contract, and Fuel Rent for each lease fiscal year, payable as hereinafter provided (collectively Percentage Rent and Fuel Rent are described as the "Tiered Rent"). Fuel Rent shall be based on the number of gallons of gasoline and automobile diesel fuel sold at the automobile fueling stations during each fiscal year multiplied by the Fuel Rent identified in Exhibit C and D for each corresponding fiscal year and number of gallons sold.

Both the Percentage Rent and Fuel Rent shall be subject to an annual threshold, below which Tiered Rent is not calculated. The threshold for Percentage Rent is $13,500,000.00 (the "Percentage Rent Threshold") and the threshold for Fuel Rent shall be 6,700,000 gallons (the "Fuel Rent Threshold"). The Tiered Rent shall be calculated as shown in Exhibit D. If, on an annual basis, based on the State fiscal

year, either the Percentage Rent Threshold or the Fuel Rent Threshold is met, the calculation of the Tiered Rent shall not be subject to a threshold for either the Percentage Rent or Fuel Rent. For avoidance of doubt, it is the intention of the parties that the Percentage Rent and Fuel Rent shall both be due and payable if either the Percentage Rent Threshold of $13,500,000 or the Fuel Rent Threshold of 6,700,000 gallons is met.

The Developer/Operator shall be responsible for Tiered Rent only if the combined Percentage Rent and Fuel Rent exceed the Fixed Rent, and such Tiered Rent shall only be paid for such amounts that exceed the Fixed Rent. Such Tiered Rent in excess of the Fixed Rent shall be due and payable on the twentieth (20th) day of July of each calendar year. The first Tiered Rent shall be due on July 20, 2016, and covers the period from July 1, 2015 through June 30, 2016. Unless the term is extended in accordance with the Contract, the last Tiered Rent shall be due on July 20, 2048, and shall cover Fiscal Year 2048 (July 1, 2047 through June 30, 2048).

The Developer/Operator shall utilize, and cause to be utilized, cash registers equipped with sealed continuous totals or such other devices for recording sales to record all cash sales. The Developer/Operator shall provide the State with written notice of the serial numbers for each cash register in use at the Leased Premises and shall also promptly notify the State of the serial number and date of installation of any substitute or additional cash register so used. The Developer/Operator shall keep, at the Developer/Operator's Headquarters in Meredith, New Hampshire or such other location as the State may approve, which approval shall not be unreasonably withheld, for at least forty-two (42) months after expiration of each Lease Year (or such shorter period of time as the State may approve with respect to any particular Lease Year), full, true, and accurate books of account and records conforming to generally accepted accounting principles showing all of the Gross Sales transacted at, in, on, about or from the Leased Premises for such Lease Year, including all tax reports, dated cash register tapes, sales checks, sales books, bank deposit records and other supporting data.

Within twenty (20) days after the end of each calendar month, or portion thereof, the Developer/Operator shall furnish to the State a statement signed and verified by an authorized officer of the Developer/Operator of the Gross Sales transacted during such month or portion thereof; and, beginning in 2015, on or before the 20th of July in each calendar year and within sixty (60) days after the end of the Term, the Developer/Operator shall furnish to the State a statement, hereinafter called the Fiscal Year Statement, certified to the State by an officer of the Developer/Operator, of Gross Sales transacted during the preceding Lease Year included in the Term. The certification by said authorized officer of the Developer/Operator shall expressly state that the Gross Sales shown on said statement conform with and are computed in compliance with the definition thereof contained in the Contract.

The State shall have the right from time to time by its accountants or representatives to audit all statements of Gross Sales from the Leased Premises and in connection with such audits to examine all of the Developer/Operator's records (including all supporting data from which such Gross Sales may be tested or determined) of such Gross Sales disclosed in any statement given to the State by the Developer/Operator; and the Developer/Operator shall make all such records readily available for such examination. If any such audit discloses that the actual Gross Sales transacted by the Developer/Operator exceed those reported, the Developer/Operator shall forthwith pay to the State such additional Percentage Rent as may be so shown to be payable, including interest commencing from the date of any such underpayment at two (2%) percent per annum above the federal funds rate (but in no event to exceed the maximum rate allowed by law) If the excess so disclosed shall be more than 3% of actual Gross Sales, the Developer/Operator shall also then pay the reasonable cost of such audit and examination.

9.4 Rent for a Partial Month

For any portion of a calendar month included at the beginning or end of the Term, the Developer/Operator shall pay 1/30 of each monthly installment of Rent for each day of such portion, and which shall be computed and paid as provided in Sections 9.2 and 9.3 respectively hereof, except that Fixed Rent for such portion shall be computed and paid as provided in Section 9.2 hereof.

9.5 Interest

If the Percentage Rent, Fixed Rent or Fuel Rent is not paid when due, interest shall accrue on the balance due beginning after the fifth (5^{th}) calendar day following the mailing of written notice of nonpayment given by the State to the Developer/Operator at a rate per annum of two (2%) percent above the federal funds rate, but in no event to exceed the maximum rate allowed by law.

10. DEFINITION OF GROSS SALES

The term "Gross Sales" shall mean the gross amount, in cash or for credit (whether or not collected), received from the sale of all food, non-alcoholic beverages, beer sales, tobacco products, travel aids, automobile products and all other commodities and services including but not limited to advertising and marketing at or from the Leased Premises, whether sold for consumption on or off the Leased Premises. Gross Sales shall be based on such amount received without regard to the ownership of the entity that generates such Gross Sales. Gross Sales also include sales of products and services from amusement machines, telephones, and other devices which are owned by the Developer/Operator, or any subsidiary or affiliated company of the Developer/Operator, and operated on the Leased Premises, and also commissions paid to the Developer/Operator with respect to said devices which are owned by others and operated on the Leased Premises. Any tax imposed upon and added to the

retail sales price of food, services or merchandise at the retail level and collected by the Developer/Operator shall not be treated as a part of Gross Sales. No franchise or capital stock tax or income tax which forms a part of the cost of merchandise to the Developer/Operator or otherwise shall be deducted in the computation of Gross Sales. Gross Sales shall not include the sales price of returned merchandise, sales or exchanges made to or with other stores, restaurants or establishments operated by the Developer/Operator, or the prices of meals served to employees of the Developer/Operator when such meals are served without charge. Fuel, lottery tickets, phone cards, and gift cards are not included in Gross Sales. Gross Sales shall also not include the proceeds of sale of ski area tickets or tickets to entertainment venues or facilities located in NH or the proceeds of sale of good or items made in NH and offered for sale on behalf of a non-profit corporation or entity located in NH with no compensation or commission being paid to the Developer/Operator, but Gross Sales shall include any commissions paid to and received by the Developer/Operator for such sales.

11. TAXES

The Developer/Operator shall duly pay or cause to be paid all taxes, assessments and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Developer/Operator's leasehold interest (whether real or personal) hereunder, or its property and improvements located on the Leased Premises or any construction materials or equipment incorporated or installed on the Leased Premises. Except as otherwise identified or provided herein, the Developer/Operator shall also duly pay or cause to be paid all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Premises. The Developer/Operator may contest in good faith any such items, assessments and other charges, and in such event, may permit the taxes, assessments or other charges so contested to remain unpaid during any period, including appeals period when the Developer/Operator is in good faith contesting the faith, so long as adequate reserves have been established and enforcement of the contested item is effectively stayed.

The Developer/Operator shall be responsible for any tap or impact fees incurred in the construction, operation, maintenance, use, occupancy, and upkeep of the Leased Premises.

The Developer/Operator is not required to pay property tax on any land owned by NHLC and improvements located thereon (including any land under any exterior roof overhang) which comprise the liquor store (as such is to remain the property of the NHLC).

Failure of the Developer/Operator to pay the duly assessed taxes when due shall be considered an Event of Default. The State shall give the Developer/Operator written

notice of a perceived default hereunder, which shall not be considered as an Event of Default if cured within thirty (30) days of the date of receipt of such notice. Such notice shall also be forwarded to the Leasehold Mortgagee.

12. CONSTRUCTION REQUIREMENTS

12.1 General Requirements

The Developer/Operator shall be solely responsible for conducting, and shall assume all risk with respect to construction or renovation activities on the Leased Premises. All engineering reports or other results of such investigations or analyses shall be jointly addressed to and delivered to the State by the consultants in question. The State may require the Developer/Operator to conduct, at the Developer/Operator's expense, further investigation or analyses that the State may determine are reasonably required to protect the State's interests. The State considers reasonable additional testing to be items such as borings, drainage analysis, subsurface investigation and other similar costs. Unreasonable testing would be items such as testing regarding hazardous material removal and remediation. If the Developer/Operator encounters any unreasonable testing expense, the Developer/Operator shall be allowed to renegotiate its Percentage Rent, and Fuel Rent based on the cost of the additional testing. The Developer/Operator shall not rely on the State's exercise or non-exercise of its rights in the preceding sentence as any kind of representation on the part of the State or its consultants that the investigations or analyses procured by the Developer/Operator are sufficient for construction or any other activities of the Developer/Operator.

All construction shall be performed using first class materials and workmanship in strict accordance with the State-approved plans and specifications.

Upon completion of final plans and specifications as defined in Section 13, the Developer/Operator shall submit to the State said final plans and specifications together with the bonds and insurance certificates required under Section 25 *Insurance and Bonds*. Upon the Developer/Operator's receipt of approval by the State of such final plans and specifications, such insurance certificate and such bonds, the Developer/Operator shall without delay commence construction of the improvements contemplated in such plans and specifications and shall continue with all reasonable dispatch to complete the same on or before any applicable date for completion set forth in the Contract or in any approval given by the State under this section.

The parties agree to cooperate and consult with each other throughout the entire construction period, and the State shall have the right to attend any meetings and to review the content of any communications the Developer/Operator may have with its contractors. Each party agrees to use all reasonable efforts to accommodate the legitimate concerns of the other party as long as those concerns are consistent with

the duties, rights and responsibilities of the respective parties as outlined in this Contract and attachments hereto. The State and its authorized agents or representatives shall have access to the construction site at all reasonable times and the right to inspect construction work for compliance with the requirements of this Contract. The State shall be notified of the regularly scheduled, biweekly job meetings among the Developer/Operator's inspecting architects and engineers and the contractor(s) performing such construction. The State's duly authorized representative shall also receive copies of all minutes issued by the Developer/Operator's inspecting architect or engineer with respect to each such biweekly job meeting.

The Developer/Operator shall take or cause to be taken all safety precautions and programs in connection with its construction work as shall be reasonably necessary and/or which are required by federal, state or local regulation to prevent damage, injury or loss to employees of the Developer/Operator or any of its contractors or subcontractors, to patrons of the Turnpike, or to any other person, or to any property of the State or of it patrons.

The Developer/Operator shall promptly seek to cause to be discharged of record of any lien, attachment or other claim asserted against the property of the State, immediately upon receipt of written notice of the filing of any such claim. The Developer/Operator shall have any such lien, attachment or lien bonded, removed or discharged within 6o days of receipt of such notice. Without limiting the rights of the State as set forth in Section 24 hereof, the Developer/Operator covenants and agrees to defend, and indemnify and save harmless the State from and against any and all claims, demands, suits, actions, judgments, recoveries, and expenses, including but not limited to the fees and expenses of attorneys, against or incurred by the State in connection with any claim by any contractor, subcontractor, workman, material supplier, design professional or any other party on account of work performed or goods or services delivered in connection with the performance by the Developer/Operator or its agents, contractors and subcontractors of any repairs, redecorating, remodeling or construction on the Leased Premises.

12.2 Requirements During Construction

The existing liquor stores and minimum 75 existing parking spaces on each of the northbound and southbound sides of I-93 shall remain operational to the same level as currently exists throughout the development process. The existing Visitor Information Center and vending machine buildings may be closed upon initiation of construction of each Service Area. The Developer/Operator shall provide the State with written notice thirty (30) calendar days prior to closing the vending machine buildings, in order to allow for the removal of the vending machines and equipment.

The Developer/Operator, upon initiation of construction, shall provide a temporary facility to house the Visitor Information Center on the existing sites until such time as the new Service Area Building(s) is open and the Developer/Operator can relocate the Visitor Information Center to its permanent locations. The Developer/Operator may utilize the existing storage/display building, located on the northbound site between the existing liquor store and Visitor Information Center, for this temporary service. The Developer/Operator shall relocate this building as required by the State to ensure convenient and uninterrupted traveler access to a staffed temporary visitor information center between 5 a.m. and 11 p.m. NHDRED shall be responsible for the staffing of the Temporary Visitor Center and payment of electricity, heat, communication services and other utilities associated with the Temporary Visitor Center. Interruption of access to the existing, temporary or permanent Visitor Information Centers during peak tourism seasons of June 30 – October 24 and December 20 – March 30 may occur only at the sole discretion of the Commissioner of the Department of Resources and Economic Development or the Commissioner's designee. Upon completion of construction at the southbound site, the Developer/Operator shall reuse the building at the northbound site during construction or properly dispose of the existing storage/display building.

For the southbound Service Area site, outside construction activities and deliveries shall be limited to occur between the hours of 7 am and 7 pm. Construction activities inside enclosed facilities may occur at all times provided noise or other applicable ordinances are not violated. For the northbound site, no construction activity or delivery restrictions are in place provided noise or other applicable ordinances are not violated. The State is open to discussions for work on Sundays and holidays. The Developer/Operator would be responsible for any compensation of inspection services at a premium rate associated with construction activities outside of standard working hours.

The Developer/Operator shall provide portable restroom facilities on site during construction for use by Turnpike travelers during construction. Such facilities shall be compliant with state and local codes and Americans with Disabilities Act (ADA) and be fully functional before the existing restroom facilities are demolished. A heated facility containing hand washing facilities and a minimum of three (3) men's and three (3) women's portable toilets shall be provided. These portable restrooms shall be kept clean and emptied at least weekly. These restroom facilities shall be separated from any toilet facilities the Developer/Operator provides for construction staff.

The Developer/Operator shall conduct a pre-construction meeting, as scheduled in the Project Work Plan, for each site after which, it must assume maintenance responsibilities at the site as described in Section 15.2: *Developer/Operator Responsibilities.*

Essential Services must be provided without material disruption during construction. Essential Services are defined as maintaining 75 parking spaces each side, parking lot lighting, utilities (electric, water, sewer, heat, communication services and other similar utility services), portable restrooms, temporary Visitor Information Center and access to the liquor stores. Failure to provide and maintain these Essential Services by the Developer/Operator shall constitute an Event of Default (see Section 30.1: *Termination for Default*) and the Developer/Operator shall compensate NHLC at a rate of $1/30^{th}$ of the monthly Gross Profit of the affected liquor store on the affected sites per day of material disruption until the default is cured. Such compensation shall be paid within 15 calendar days following the end of the calendar month during which the closure for reasons of material disruption occurs.

12.3 Liquor Store Requirements During Construction

Interior maintenance of the existing liquor store buildings shall be the responsibility of NHLC during construction.

The Developer/Operator has the option to close the existing liquor store(s) once for a period of up to thirty (30) consecutive calendar days during the construction of a new Service Area and liquor store. If the Developer/Operator elects this option it shall provide at least 60 calendar days advanced written notice to the State and shall compensate the State an amount equal to 110% of the Gross Profit for the affected calendar days based on the previous year's sales plus/minus current sales trend of previous three full months sales, as documented by NHLC, for the existing effected operations. The Developer/Operator shall modify the existing signage as well as furnish and install new signage to alert the public of such liquor store closure at least thirty (30) calendar days in advanced of said closure, at the discretion of the NHLC.

12.4 Purchase of Liquor Stores by NHLC

The NHLC shall reimburse the Developer/Operator for the construction of each liquor store under the following terms:

- NHLC shall pay the Developer/Operator an amount for mobilization of approximately 15% of the estimated construction cost of the southbound liquor store building within thirty (30) days of commencement of construction at the southbound site;
- The Developer/Operator will invoice NHLC monthly for the southbound liquor store building based on percent complete minus retainage, which retainage shall not exceed five percent 5% of the amount of any such invoice; any such invoice shall be paid within thirty (30) days of receipt;
- NHLC shall pay the Developer/Operator an amount for mobilization of approximately 15% of the estimated construction cost of the northbound liquor store building within thirty (30) days of commencement of construction at the northbound site;

- The Developer/Operator will invoice NHLC monthly for the northbound liquor store building based on percent complete minus retainage, which retainage shall not exceed five percent (5%) of the amount of any such invoice; any such invoice shall be paid within thirty (30) days of receipt.
- Retainage at each site will be released upon both (1) issuance of certificate of occupancy and (2) NHLC's acceptance and approval of each liquor store, which release shall not be unconditionally withheld, conditioned or delayed.
- The construction cost to be paid by the NHLC will be based on proposed Developer/Operator's liquor store building cost identified in their proposal, which has been identified as $4.2 million for the Southbound Liquor store and $4.2 million for the Northbound Liquor store. The total payment by NHLC for the costs to construct the two new liquor stores combined shall not exceed $8.4 million, less up to $250,000 which shall be paid by NHLC to the Developer/Operator for costs of inspections by the Bureau of Public Works ("BPW") and is a deduction from said price of $8.4 million. NHLC will be invoiced for the BPW's cost of inspections by the Developer/Operator, which cost of inspections shall not exceed $250,000. If the final cost of inspections is less than $250,000, the difference shall be allocated toward construction costs. For avoidance of doubt, if the actual cost of construction and inspections of the NHLC facilities exceeds the sum of $8.4 million, the excess shall be paid by the Developer/Operator. The price of $8.4 million is based on the plans and specifications which are consistent with conceptual designs shown in Exhibit K.
- Nothing in the Contract shall preclude the Developer/Operator and the NHLC from mutually agreeing to amend the plans and specifications, but in no event shall such modifications and amendments modify the construction cost to the NHLC.
- Upon completion of each of the two liquor stores, the NHLC will own on each side of the highway the 20,000 square foot footprint and all improvements located thereon (which footprint shall encompass the land under any exterior roof overhang), and a revised deed shall be recorded with the registry of deeds, with an as-built plan, depicting the location and ownership of the footprint and improvements. The as-built plans will reflect that the wall dividing each liquor store with the non-liquor store portion of the developments will be located entirely on the footprint owned by the NHLC. The NHLC reserves the right to file an interim corrective deed prior to completion of the improvements.
- All payments under this section from NHLC to the Developer/Operator are subject to satisfactory field inspections by the Bureau of Public Works as defined in paragraph 13.2.7. The timing of such field inspections shall not unreasonably delay payments under this section.

12.5 Construction Planning

Except as provided in Section 12.3, no unreasonable disruption to existing liquor store operations shall be allowed during construction of the new Service Areas and liquor stores.

The NH Bureau of Turnpikes is responsible for relocating the overhead utility line at the northbound site. Relocation shall occur prior to commencement of construction by the Developer/Operator. The Developer/Operator is advised that non-permanent structures (parking, landscaping, fencing, outdoor seating, exterior lighting and other similar structures) are allowed within the Public Service Company of New Hampshire (PSNH) overhead utility easement at the northbound site. Permanent structures are not allowed in the easement.

The Developer/Operator shall identify construction sequence, schedule, and dates when each Service Area and Liquor Stores shall be operational in their schedule identified in the Developer/Operators proposal.

The Developer/Operator must manage all aspects of site development including the coordination of development activities with subcontractors and the State. In addition, site planning must include a site development plan, demolition schedule, design and construction schedule, an organization chart, communications plan, quality control and quality assurance plans.

All parking lots (including employee parking lots), driveways, ramps, bridges and access roads will be designed and constructed by the Developer/Operator at its own cost.

12.6 Construction Project Work Plan

Prior to signing the Contract, the Developer/Operator shall prepare and submit a construction Project Work Plan to the State for review and approval. This Plan shall accurately reflect the status of the Project schedule, tasks, deliverables, critical events and task dependencies at each site. This Plan shall be updated as necessary, but not less than once every two weeks. Any significant changes to the construction Project Work Plan shall require the prior approval of the State. Unless otherwise agreed to in writing by the State, changes to the construction Project Work Plan shall not relieve the Developer/Operator from liability to the State for any damages resulting from the Developer/Operator's failure to perform its obligations under the Contract.

In the event of a delay in the schedule, the Developer/Operator shall immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Developer/Operator or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the Project.

The schedule shall automatically extend on a day-to-day basis to the extent that the State's execution of its major tasks takes longer than described in the construction Project Work Plan.

The State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Developer/Operator's Construction Project Work Plan or elements within the Project Work Plan. Failure to provide an adequate Construction Project Work Plan shall be considered an Event of Default, it being understood and agreed that the provisions of Section 30 shall apply to any such termination.

12.7 Licenses and Permits.

Except as set forth in Section 13.2.4: *Consideration for Community Development*, the Developer/Operator shall promptly comply with all statutes, ordinances, rules and regulations of any government whether federal, state, county or municipal or any department, agency or State thereof applicable to the Leased Premises or any construction therein or renovations thereof or to the Developer/Operator's activities therein and shall apply for and obtain in a timely manner, at its sole cost and expense, all necessary federal, state and municipal approvals and permits necessary for the commencement of construction, the occupation of buildings once renovated and the conduct of the Developer/Operator's activities as contemplated herein. The Developer/Operator agrees to make any reasonable alterations to the Leased Premises as contemplated that may be necessary to obtain any required approval or permit. The Developer/Operator agrees that the State shall not be liable to the Developer/Operator for any damages, compensation for lost profits, reimbursement for funds expended or any expense whatsoever due to the failure of the Developer/Operator to obtain an approval or permit. If the failure to obtain a required approval or permit prevents the construction of one of the Leased Premises in substantially the same form as contemplated herein then in such an event the parties agree to pursue all reasonable alternative configurations that could be expected to generate at least approximately the same amount of gross income.

The State may agree to allow the Developer/Operator to terminate or modify its proposal if the Developer/Operator cannot obtain permits to construct, develop, or operate, despite reasonable efforts or if the cost to obtain such permits is beyond a commercially reasonable amount. The Developer/Operator, however will need to provide proper justification of such fees and to the unreasonableness nature.

13. DESIGN REQUIREMENTS

The Developer/Operator shall provide the State with the Design Deliverables in accordance with the terms herein. Upon its submission of a Design Deliverable, the Developer/Operator shall represent that it has performed its obligations under the Contract associated with the Design Deliverable. Design Deliverables associated

with Service Area design, including but not limited to plans and specifications, shall be submitted for review and approval by the State at the following milestones:

- 30% Design Phase *(Note - The concept plans included with the RFP are assumed to represent 20% design plans)*
- 80% Design Phase
- 100% Design Phase
- As-built drawings – Post-construction Phase (following completion and acceptance of construction)

The aforementioned Design Deliverables shall be prepared in compliance with the New Hampshire Department of Transportation standards for site/utility work including but not limited to The NHDOT Standard Specifications for Road and Bridge Construction as amended from time to time and incorporated herein by this reference, and industry standards for retail building construction. The Developer/Operator shall assume a fifteen (15) business day review and approval period by the State for each design phase in their overall schedule.

Additional Design Deliverables identified in this Section 13 include, but are not limited to, the Facilities Management Plan.

13.1 Design Deliverables Review

Prior to the commencement of work on Design Deliverables, the Developer/Operator shall provide to the State a table of contents, template, draft or sample document for review and prior written approval by the State.

The State will review and either approve the proposed content for the written Design Deliverable or not accept it within fifteen (15) business days and specify what the State requires. The finalized table of contents, template, or a draft or sample document, will then be utilized to review the Design Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria and the requirements of the Contract.

After receiving written Certification from the Developer/Operator that a Design Deliverable is final, complete, and ready for review, the State will have fifteen (15) business days to review the Design Deliverable and the State will notify the Developer/Operator in writing of its acceptance or rejection of the Design Deliverable. If the State rejects the Design Deliverable, the State will notify the Developer/Operator, in detail, of the nature of the Deficiency and the Developer/Operator must correct the Deficiency within fifteen (15) business days or such other time period the State may require in writing.

Upon receipt of the corrected Design Deliverable, the State will have fifteen (15) business days to review the corrected Deliverable and notify the Developer/Operator of its acceptance or rejection thereof.

Failure to remedy the deficiency during the cure period shall be considered an Event of Default and shall be subject to the provisions of Section 30 of the Contract.

13.2 Final Plan Approval / Design Guidelines

The State reserves the right to require specific design standards, revisions, alterations, modifications or other requirements it deems necessary to provide optimal comfort, convenience, safety and service at these facilities. The State reserves the right to integrate signage. The State will have final plan approval on all building/site/parking lot designs including any changes.

13.2.1 Design Quality

The State is committed to excellence in design and development of its Service Area sites and buildings. The Developer/Operator's designs must ~~achieves~~ achieve the highest quality of aesthetics in meeting the requirements of Turnpike customers and the State, while delivering facilities that are cost effective to maintain throughout their useful life.

13.2.2Sustainability and Energy Performance

The State is committed to incorporating principles of sustainable design and energy efficiency into all of its major renovation and new construction projects. The Developer/Operator shall follow the criteria set forth by the U.S. Green Building Council for Leadership in Energy and Environmental Design (LEED) certification.

13.2.3 Building Operations and Maintenance

Systems and materials should be selected on the basis of long-term operations and maintenance costs as those costs will be significantly higher over time than initial costs. The design of the facility operating systems should ensure ease and efficiency of operation and allow for easy and cost effective maintenance and repair during the facility's useful life. The Developer/Operator is required to develop detailed instructions for operational/maintenance procedures to be incorporated into the training for operations and maintenance personnel.

13.2.4 Consideration for Community Development

The Project is covered under RSA 674:54 (Governmental Land Use). The Project sites exist in the Town of Hooksett. The State is committed to being a good neighbor to the communities adjacent to the turnpike corridor. Collaboration with local officials, neighboring property owners, residents, and appropriate interest

groups is essential to shape these development projects in ways that provide positive benefits to the surrounding communities and neighborhoods.

The Developer/Operator shall participate in a Public Information meeting in any town wherein the improvements associated with the Contract are planned to occur, it being understood and agreed that no leasehold improvements are being constructed by the Developer/Operator in the Town of Bow, N.H. Such meetings shall be facilitated by the State, immediately following the 30% design submittal review. Format, location and scheduling for the meeting shall be coordinated with and approved by the State. All costs for the meeting shall be borne by the Developer/Operator including procurement of the venue. Set-up and advertisement of the meeting shall be conducted by the State.

13.2.5 Codes and Regulations

The Project is covered under RSA 674:54 (Governmental Land Use) and as such is not required to meet local zoning or land use requirements. The Town of Hooksett will consider the Project to be exempt from local zoning and development regulations; however, the Project shall come before the Town of Hooksett for the required public presentation under RSA 674:54 (II). Additionally, as a courtesy to the Town of Hooksett, the Developer/Operator shall obtain, at its own expense, local building permit(s) and appropriate inspections, including Certificate of Occupancy, in coordination with the State Fire Marshall for all buildings constructed under the Contract. Delay in obtaining such approvals and permits shall not relieve the Developer/Operator of its obligation to pay Percentage Rent. Site Plan Review under RSA 674:43 will not be required.

Sewer and water permissions and permits shall be obtained from the Hooksett Village Precinct and Hooksett Sewer Commission.

Site and building design and construction must meet all applicable federal, state and local codes and standards and the Americans with Disabilities Act Accessibility Guidelines.

All ramp, road and bridge design and construction shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the American Association of State Highway and Transportation Officials (AASHTO) standards as they exist at the time.

The Project shall comply with all federal and State codes, including but not limited to RSA 143, RSA 143-A and He-P 2300, and the New Hampshire rules for sanitary production and distribution of food as amended from time to time. As part of these requirements, the Developer/Operator shall submit plans for review prior to construction of food service establishments, and submit food service

license applications with the appropriate fees and be inspected and licensed prior opening.

13.2.6 Special Inspections

The Developer/Operator shall have the registered design professional responsible for the structural design to cooperate in providing special structural inspections as follows:

- The Structural Engineer of Record (SER) authors, edits and submits the ST&I program, typically with the assistance of the Architect. The program identifies the inspecting agent or "Special Inspector" for each task.

- The SER often elects to identify his own firm as the "Special Inspector" agent with respect to submittal reviews.

- The program is then forwarded to a construction testing lab retained by the Owner (or the Developer). The Structural Tests and Special Inspections ("ST&I") program, together with the Project specifications, should define the testing and inspection requirements. The construction testing lab serves in the capacity of Special Inspector for the on-site inspection, sampling and testing required by the program. The test results are distributed to the Design Team and the SER for review.

- At the completion of the project, the Special Inspectors submit certification that their scope of work has been completed, per the program. The SER then submits an affidavit that the ST&I program has been satisfactorily completed.

- Construction phase site visits made by the SER are a quality control measure that is provided independently of the ST&I program.

13.2.7 Inspection by New Hampshire Bureau of Public Works (NHBPW)

The New Hampshire Department of Public Works will be responsible for overseeing inspection of the Service Area Buildings, and liquor store improvements located on the footprint of land under the liquor store and under any roof overhang and overall site to ensure that all identified codes and regulations identified in this RFP are met.

The NHBPW inspection shall be paid for by the Developer/Operator as follows:

- Payment for inspection of the liquor store buildings shall be by the NHLC in the form of periodic payments up to but not to exceed

$250,000 to be paid to the NHBPW upon invoicing. NHLC's inspection funds shall not be encumbered, and if the final cost of inspections is less than $250,000, the difference shall be allocated toward construction costs in accordance with Section 12.3.

- Payment for inspection of the Service Area buildings and site shall be by the Bureau of Turnpikes in the form of periodic payments up to but not to exceed $100,000 to be paid to the NHBPW upon invoicing.

13.2.8 Professional Affidavits

The Developer/Operator shall provide two signed affidavits each from the registered design professionals responsible for architecture, mechanical engineering, electrical engineering, structural engineering, and civil engineering. Design Affidavits shall be submitted at the conclusion of the design phase, but prior to the beginning of the construction phase, and shall state that the design professionals' respective design meets all applicable state and federal codes. The Installation Affidavit shall be submitted after substantial completion of the Project, but before the issuance of a Certificate of Occupancy, and shall state that the design professionals made periodic visits to the site to observe the work and, to the best of their knowledge, information and belief, the Project was constructed in accordance with the design. The frequency of site visits shall be such as to provide the design professionals a reasonable assurance that the work is being done per the design documents.

The design professionals shall keep a log of all site visits, noting the dates and times of the visits and all pertinent observations and shall submit monthly reports to the Developer/Operator noting all findings during the site visits of that month. The design professionals shall promptly notify the Developer/Operator of any of the following events or conditions which they observe in the course of performing their duties: code violations; changes which affect code compliance; the use of any materials, assemblies, components, or equipment prohibited by code; major or substantial changes between approved plans and specifications and the work in progress; or any condition which they identify as constituting an immediate hazard to the public.

13.2.9 Safety and Security

The Developer/Operator Service Area buildings shall be designed to ensure that the safety of building occupants exiting the building and emergency responders entering the building are not impacted unknowingly by any proposed security measures. The security measures implemented should be an output of a site-specific risk assessment.

13.2.10 Technology

The Developer/Operator shall use commercially reasonable efforts to provide Service Area buildings with state-of-the-art technology features. Buildings' infrastructure should be "technology friendly". These features should include, but not be limited to, wireless Internet access (WIFI), various payment methods for services, secure access for restricted/private areas, video surveillance, cable/satellite feeds and access to Turnpike roadway conditions.

The Developer/Operator Service Area buildings will be designed so as to have easy access to any wiring or equipment rooms. These rooms will be designed to accommodate any and all reasonable technological needs of the building as well as be flexible to accept any future technology developments. Buildings will be reasonably be pre-wired or be able to be wired to accept any number of technology developments including cashless payment systems to allow points of sale (e.g. cash registers and vending machines). Designs will be reasonably flexible enough to accept future technology needs without demolition of walls and structural elements of the buildings.

The failure to comply with the requirements of the paragraph by the Developer/Operator shall not constitute a default.

The State reserves the right at any time to retrofit the Leased Premises and all structures built thereon to accommodate any technology at the State's expense, and the Developer/Operator will cooperate to the fullest possible extent with the State in any such effort, but any such efforts shall not unreasonably interfere with the use of the Leased Premises or structures by the Developer/Operator.

13.3 Programmatic Design Requirements

13.3.1 Service Area Buildings

The Developer/Operator will be responsible for developing the Service Area buildings and sites. This includes all food concepts, liquor stores, common areas, restrooms, visitor information center, security, other services/amenities, all parking and site improvements. The Developer/Operator will design and construct a two (2) story ground-level building at each site, with the building located on the North side of I-93 having a full basement, all as more accurately depicted on certain plans which have been supplied heretofore and are incorporated herein by reference. Fuel for heating and cooking systems may be stored in underground or above ground tanks.

13.3.2 Liquor Store Buildings

Liquor stores at each site shall be considered a separate part of the single Service Area buildings and shall be purchased by the New Hampshire Liquor

Commission for their operation. The Developer/Operator will design and construct the liquor store portion of the Service Area buildings. Liquor store layout shall be similar to representative sample plans included in Exhibit E or as may be mutually agreed to by the NHLC and the Developer/Operator. Separate heating, ventilation, and air conditioning (HVAC) units shall be provided for the liquor store portion of each Service Area building.

Each proposed liquor store shall be a portion of an overall larger Service Area building. Frontage and patron access shall be similar for both buildings. A single building will be allowed for both the liquor store and the other Service Area facilities. The Developer/Operator shall be responsible for constructing the exterior of the buildings with matching or complementary exterior finish (siding, windows, doors, etc.).

Size of warehouse/storage area/receiving area shall be as designed and mutually agreed upon by the Developer/Operator and the NHLC.

Each Liquor Building shall be turnkey as more particularly set forth in Exhibit G, and further meaning that each shall be fully completed and habitable, and shall be ready to accept the stock, window treatments and other personal property and inventory to be supplied by and used by the NHLC in the operation of each liquor store.

A set of building specifications is found in Exhibit G. It is intended that the Developer/Operator provide same or better materials and products as defined in these specifications.

The NHLC will provide direction on, as well as approve, electrical and plumbing requirements, and interior wall locations. Building layout, materials and specifications are to be same or better to those shown on the representative sample liquor store plans and specifications and be subject to the approval of the NHLC.

Upon completion, each new liquor store will be delivered by the Developer/Operator, and deemed accepted by the NHLC, which acceptance shall not be unreasonably withheld, conditioned or delayed (hereinafter the "Delivery Date"). Following the Delivery Date, the NHLC will use reasonable efforts to open the new liquor store for business, which shall be no more than thirty (30) days from the Delivery Date. Once the new store is open, the NHLC shall complete the transfer of inventory and its property from the old liquor store and vacate the old liquor store, which shall be no more than ten (10) days from opening the new store, at which time the Developer/Operator can take possession of the old store for demolition. Such costs of demolition will not be charged to the NHLC. Nothing in the Contract shall be interpreted to require the

Developer/Operator to deliver the northbound and southbound liquor stores simultaneously.

13.3.3 Automobile Fueling Station

The Developer/Operator shall be responsible for designing, constructing, equipping, and maintaining complete, modern self-service automobile fueling stations. The automobile fueling station shall provide gas and diesel for automobiles only. No truck or bus fueling are permitted. The automobile fueling station shall not interfere with parking and traffic flow on the site.

The automobile fueling station includes underground tanks, fuel distribution, and fuel equipment. Automobile fueling stations shall comply with all federal, state, and local statutes, regulations and codes, and will be equal to or exceed the standards and capacity of facilities normally developed under similar circumstances (including the number of fueling locations), and in accordance with "best industry practices" including, without limitation, those of the National Fire Protection Association (NFPA) and Petroleum Equipment Institute (PEI). Design is required to include, but not be limited to, fuel spill handling, fire suppression and containment facilities at automobile islands in compliance with current regulations. In addition to the fuel stations, the Developer/Operator must provide the following:

- No truck or bus fueling islands or stations will be allowed.
- New underground storage tank systems designed in accordance with industry standards. The Developer/Operator is responsible for the underground tanks at all times and is solely responsible for all associated maintenance, contamination, and cleanup during the Term of the Contract. The Developer/Operator must register underground tanks as themselves and not the State during the Term of the Contract.
- New above ground fuel dispensers that accept credit cards and other cashless transactions at the pump.

The Developer/Operator shall be responsible for the excavation, removal, and disposal of all materials necessary to install the underground tanks, the fuel service dispensary area and building, including the area around the impermeable barrier.

Additional design, construction, operation, maintenance, and testing requirements are contained in Exhibit J.

13.3.4 Parking

The Developer/Operator shall attempt to maximize parking spaces at the northbound and southbound sites. Each site shall also include ten (10) to fifteen

(15) spaces for tractor trailer trucks, buses and recreational vehicles. Separate parking lots shall be provided at the northbound site for non-turnpike travelers/employees from NH Route 3A and turnpike travelers with a physical barrier to prevent vehicle passage between the two parking lots. Parking for tractor trailer trucks, buses and recreational vehicles shall be provided in the turnpike parking lot only.

Separate parking lots shall be provided at the southbound site for employees from Springer Road, Hooksett, NH and turnpike travelers with gated access to prevent vehicle passage between the two parking lots. Parking for tractor trailer trucks, buses and recreational vehicles shall be provided in the turnpike parking lot only. No non-turnpike traveler parking shall be provided from said Springer Road. It is the intent of the State that there shall be no vehicle or pedestrian access from Springer Road to the Service Area or Liquor Store other than for employees or deliveries.

Signed employee parking shall be provided in the parking lots accessed from Springer Road and Route 3A. Signed handicap parking spaces shall be provided in both parking lots. Number of handicap parking spaces shall be per ADA.

One carriage corral shall be provided in close proximity to each Liquor Store at each Service Area parking lot.

13.3.5 Drive-Thrus

The Developer/Operator may provide "drive-thru" services. If drive-thru services are provided, they should include the following:

- Establish separate order and pick up windows
- Allow 8 to 10 car queuing storage from the order window.
- Operate in a counter-clockwise direction.
- Provide clearances for any overhangs or signage shall accommodate anticipated vehicle sizes (cars and single unit trucks).
- Not interfere with the overall flow and safety of the site

13.4 Environmental Conditions

The State makes no representation or warranty as to the condition of the Leased Premises. The condition of the Leased Premises shall be inspected and documented in a report prepared by the Developer/Operator and certified by its Licensed Engineer/Environmental Consultant prior to commencing construction at the site. Documentation of the existing environmental conditions shall be at the Developer/Operator's expense.

The Developer/Operator shall not be liable for pre-existing conditions which are identified in the report discussed in the preceding paragraph. Should the Developer/Operator discover a pre-existing condition that requires remediation, the Developer/Operator shall perform such remediation in accordance with all applicable laws and be allowed to renegotiate its Fixed Rent, Percentage Rent and Fuel Rent (as defined in Section 9) based on the cost of the remediation, it being the intention of the parties that the Developer/Operator shall be fairly compensated for the reasonable costs thereof. Such change shall be approved in writing by the State and subject to Governor and Executive Council approval.

13.5 Scope Changes

In the event of other significant changes in the scope of the Project, such as unforeseen subsurface soil conditions, changes due to significant public input through Public Informational Meetings and other sources, the Developer/Operator and State shall in good faith renegotiate their Fixed, Rent, Percentage Rent and Fuel Rent (as defined in Section 9) subject to Long Range Capital Planning and Governor and Executive Council approval.

14. FACILITIES MANAGEMENT PLAN

14.1 Context / Goals of the Plan

The Developer/Operator is responsible for all maintenance, repair, replacement and upgrade of all equipment and/or systems throughout the facilities, with the exception of the interiors of the liquor stores. The Developer/Operator shall prepare and submit to the State for review and approval a detailed Facilities Management Plan for the Project (the "Facilities Management Plan") prior to opening any Service Area. The goals of the Facilities Management Plan shall be:

- To maintain and repair facilities consistent with operational needs, customer expectations, and economic operation throughout their useful life.
- To provide for the systematic replacement of obsolete or non-functional systems.
- To meet future expectations of customers in a planned, systematic manner.

The plan must address the overall approach to achieving these goals, including, but not limited to, the following elements:

- Maintain a complete inventory of facilities, space utilization, and building system descriptions.
- Perform facility condition assessments/audits at least annually (to identify the condition of all buildings/building systems and deficiencies requiring correction).
- Define the required level of maintenance/repair performance (performance

standards).

- Define a method to prioritize deficiencies/facility needs (should address safety and environmental compliance, operational impact, customer expectations, and economical operation).
- Define a process for work identification, planning, prioritization, design, and construction.
- Define performance indicators and performance measures and their reporting.
- Define how program performance will be documented and communicated to the State.

The State, acting by and through the Department of Transportation, Bureau of Turnpikes, shall participate in the condition assessments of all facilities, in the prioritization of requirements/deficiencies, and the establishment of performance standards and performance measures.

14.2 Plan Contents

The Facilities Management Plan shall demonstrate a detailed approach and organization. Components of this plan shall include, but not be limited to, the following:

- Custodial Services
- Landscape Management (including grounds maintenance and landscaping)
- Winter Maintenance
- Emergency Response
- Facilities Maintenance and Repair
- Major Capital Improvements (such as renovation, major modifications, expansions or additions)
- Site Maintenance (including pavement resurfacing, signing, striping, drainage)
- Furniture, Fixtures and Equipment
- Utilities/Energy Management
- Building and Site Security
- Pest Control
- Environmental Compliance and Pollution Prevention

Each of these components shall be fully described in the Facilities Management Plan. For each component, the plan should describe work processes to be used, proposed

activities to be performed and their frequencies (daily, weekly, monthly, semi-annually, annually, etc.), proposed performance standards, proposed performance measures, management controls (i.e., monitoring, reporting, and corrective action), and assignment of responsibility and accountability for performance.

14.3 Specific Requirements

14.3.1 Custodial Services

The Developer/Operator must include in the Facilities Management Plan a description of the daily, weekly, monthly custodial services to be performed in all areas of the building (except the interiors of the liquor stores), performance standards for these services, and assignment of responsibility and accountability for these services.

14.3.2 Landscape Management and Grounds Maintenance

The Facilities Management Plan must address litter/debris removal (entire site), landscape management (including non-environmentally detrimental fertilizing and herbicide application, mulching, pruning, planting of native vegetation, watering, mowing, etc.), fencing, sidewalks, parking areas and driveways. Snow and ice control, including but not limited to, plowing and salting shall be addressed in this section.

Stormwater run-off treatment and drainage system maintenance shall be addressed in this section.

14.3.3 Emergency Situations / Response

The Facilities Management Plan shall address handling facility-related emergencies (such as broken water/sewage pipes, loss of power, building systems failure, fuel spills, etc.) involving the call out of tradesmen including:

- Protocol and communications with NHDOT and the Bureau of Turnpikes.
- Approach to continuity of utility services during emergency situations.
- Proposed response time to the site, management responsibility and accountability, performance standards, performance measures, and reporting.
- Proposed emergency power system requirements.
- Proposed spill containment and clean-up requirements.

14.3.4 Facilities Maintenance and Repair

The Facilities Management Plan shall address recurring or preventive maintenance and non-recurring repairs to building systems and equipment including:

- A description and a defined process for work identification, validation, planning, prioritization, design, construction, and quality assurance/quality control of work performed.

- A program of preventive maintenance in order to keep the facilities and equipment for which they are responsible in good working order.

14.3.5 Capital Repairs, Renovation, Modernization, Expansion

The Facilities Management Plan shall include a proposed process for work identification, validation of need, planning, prioritizing, design, construction, and QA/QC of work performed. As with all components, the Developer/Operator must address performance standards, measures, management controls, responsibility, and accountability. The Developer/Operators will be expected to keep its facilities furnished and decorated in the most modern and effective manner to create the greatest earning potential and customer satisfaction. The State must approve in writing any major repairs, renovation, modernization, or expansion, prior to their execution in accordance with the following requirements:

- The Developer/Operator will submit preliminary plans, specifications, schedule, and detailed cost estimates to the State for review and comment.
- Final plans, specifications, and costs must be approved in writing before proceeding with work. If plans and specifications have not been objected to in writing within sixty(60) days of receipt, then they shall be deemed to have been approved, excepting their being subject to objections made within such sixty (60) day period, unless such period is extended by mutual written agreement.

The State shall have the right to inspect all construction, renovation, and repairs to ensure compliance with approved plans and specifications, and to ensure the safety of customers.

14.3.6 Furniture, Fixtures, and Equipment

The Facilities Management Plan shall address managing the life cycle of furniture, fixtures, and equipment (non-real property assets) associated with their facility operation.

14.3.7 Utilities/Energy Management/Plant Management

The Facilities Management Plan shall address supply of utilities, energy management, and sewage treatment facilities management.

14.3.8 Building and Site Security

The Developer/Operator shall describe its approach to security to prevent incidents and how it would respond to incidents, should they occur. This includes site lighting, surveillance cameras, electric access gates, and physical security at buildings and grounds.

14.3.9 Pest Control

The Developer/Operator is responsible to employ an extermination service to perform all extermination both inside and outside each building, and on such terms and demand as the health requirements may require. The Developer/Operator shall be responsible for extermination on the outside of the liquor store buildings only.

14.3.10 Environmental Condition, Compliance and Pollution Prevention

The Facilities Management Plan shall manage environmental compliance and measures to prevent pollution from occurring. The Developer/Operator shall comply with the requirements of all federal, State, and local regulatory requirements associated with the development, operation, and maintenance of the Service Areas.

Performance will be measured based on benchmark levels established by the Developer/Operator and approved by the State at the commencement of the Ground Lease Contract for environmental contamination at each service Area site. The Developer/Operator shall be responsible for, among other things, identifying, remediating, packaging, manifesting, reporting, record keeping, handling, transporting and legally disposing of all hazardous and non-hazardous liquid or solid wastes generated by its operation of the Service Areas.

The Developer/Operator is responsible for meeting all applicable state and federal requirements including, but not limited to, stormwater control.

The Developer/Operator is responsible for securing all environmental permitting necessary for this Project.

15. OPERATIONS AND MAINTENANCE REQUIREMENTS

This section identifies the Operations and Maintenance responsibilities and requirements for the State and the Developer/Operator following initiation of construction of the Service Area facilities within the land area described in Exhibit A.

15.1 State Responsibilities

The State acting by and through the agencies set forth in this paragraph, at its expense, shall maintain and make repairs and replacements to the following:

- The paving, patching, striping, curbs as well as all stormwater drainage systems including catchbasins, swales and culverts thereof, and trash, litter, and rubbish control, collection and removal in the areas immediately adjacent to, but outside, the land area described in Exhibit A. (NHDOT)
- Snow removal, snow plowing, sanding, and salting of areas immediately adjacent to, but outside, the land area described in Exhibit A including highway ramps to and from the Hooksett Service Areas in accordance with its policies as they exist from time to time. (NHDOT)
- The interiors of the liquor stores. (NHLC)

For purposes of determining the responsibilities of the Developer/Operator and NHLC with respect to the maintenance and repair of the Service Area buildings, the "interior" of the liquor stores shall be defined as follows:

(i) In the case of the interior wall which separates the portion of a Service Area building owned by NHLC from the portion of a Service Area building owned by the Developer Operator, the interior of the liquor store shall extend to the interior surface of the wall studs or other framing facing the liquor stores to which sheetrock or other wall covering is attached; and

(ii) In the case of the exterior walls of a Service Area building, the interior portion thereof that the NHLC is responsible for under this Section 15.1 shall extend to the finished or decorated interior surfaces thereof; and

(iii) In the case of perimeter doors, the portion of the NHLC is responsible under this Section 15.1 shall extend to the exterior surfaces of perimeter doors and door frames; and

(iv) In the case of windows, the portion the NHLC is responsible for under this Section 15.1 shall extend to the exterior surfaces of windows and window frames.

If the State neglects or refuses to perform any repair or replacement required hereunder, the nonperformance of which materially adversely affects the Developer/Operator's operations hereunder, for more than thirty (30) days after delivery by the Developer/Operator of written notice to the State requesting such repair or replacement (or if the nature of the repair or replacement is such that it cannot reasonably be performed within said thirty (30) day period, but the State

neglects or refuses to perform such repair or replacement within a reasonable time after delivery of such notice), then as the Developer/Operator's sole remedy hereunder and following prior written notice to the State of the Developer/Operator's intention to do so, the Developer/Operator may affect said repair or replacement and may deduct from installments of Rent next due the reasonable cost of such repairs and replacements so effected by the Developer/Operator.

15.2 Developer/Operator Responsibilities

The Developer/Operator shall be responsible, at the Developer/Operator's sole cost, for all repairs, maintenance and replacements on the land area described in Exhibit A of every nature and description for which the State is not expressly made responsible hereunder.

The Developer/Operator shall be responsible for the interior maintenance of the Service Area buildings; provided, however, that the NHLC will be solely responsible for the interior maintenance of the liquor stores.

The Developer/Operator shall, at its expense, be responsible for the exterior maintenance of the Service Area buildings, including portions that contain the liquor stores.

The Developer/Operator shall restripe the parking lots annually unless striping condition is sufficient such that this requirement is waived by the Bureau of Turnpikes.

The Developer/Operator shall provide a 5-year estimate (by year) prior to signature of the Contract for snow plowing, sanding, salting, snow removal, striping, landscaping, mowing, sweeping, trash and litter cleanup and removal, routine drainage maintenance, parking lot sealing and lighting. The Developer/Operator will be required to submit actual receipts of these operations and maintenance items quarterly to the State. The State reserves the right to negotiate a change in operations and maintenance requirements to lower overall site costs for the Developer/Operator should this be in the best interests of both parties. Nothing in this paragraph shall limit the obligation of the Developer/Operator to perform the maintenance and services described herein.

15.3 Developer/Operator Operations and Maintenance Requirements – General:

The Developer/Operator must:

- Provide ***food-related services*** to all Service Area users with a well-trained, efficient and courteous staff.
- Provide ***automobile fuel and diesel and associated automobile products*** to

Service Area users with a well-trained, efficient and courteous staff.

- Provide facilities which are attractive, pleasant to use, and meet the highest standards of cleanliness.
- Serving products in a prompt and timely manner with a high level of customer service
- Ensure the operating standards practiced on the Turnpike are of the highest caliber.

Without limiting the generality of the foregoing, with respect to the restaurants, convenience stores, food service facilities and gasoline supply facilities to be operated under the Contract, the individual prices charged for the items and food shall be commercially reasonable and in conformity with reasonable standards for such items sold at premises such as the Leased Premises. In the event that the State shall find any such prices sought by the Developer/Operator to be unreasonable, then the parties shall confer with a view to resolving any such controversy, but the decision as to pricing shall be made by the Developer/Operator exclusively.

During a state of emergency declared by the Governor, the Developer/Operator shall not sell, or offer to sell, fuel or food for an amount that grossly exceeds the average price for that commodity during the thirty (30) day period before the declaration of the state of emergency, unless the Developer/Operator can justify the price by showing increases in its prices or market trends prior to the State of Emergency.

15.3.1 Area Assets, Branding/Sponsorship/Marketing

The State reserves any and all rights for the purpose of developing, implementing, operating and marketing a branding/sponsorship program for the Service Areas and all other Turnpike assets. Such rights include, but are not necessarily limited to, naming of structures or areas, logo affixation, advertising, payment programs, media tie-ins, marketing partnerships with tourist, entertainment and sports destinations, content and Web sites. The State reserves and retains any and all rights to identify the nature and extent of the branding/sponsorship program and its relationship to the Service Areas, but no such branding shall be such as to create confusion in the public over the brands being offered by the Developer/Operator or compete with any brand or logo of the Developer/Operator.

All rights associated with branding/sponsorship of the liquor stores shall be exclusively retained by the NHLC.

The State does not intend to conflict with Service Area concepts or services, but rather to compliment or be generic to concepts and services provided by the Developer/Operator.

15.3.2 Branding Concepts and Services

In order to avoid any conflict or potential conflict with rights associated with the branding/sponsorship program and the terms of the Contract, the Developer/Operator shall provide to the State all relevant information and documentation that describes and defines:

- The concept, service or tie in requirements in such franchisee agreements as the Developer/Operator contemplates with respect to the Project (the "Ancillary Concept").
- The rights that would be acquired from or passed through to the franchisor.
- How it would be implemented and managed.
- How it would affect and/or benefit customers.
- Revenues, if any, that would be payable to the State.
- The period of time that it would be operated.

If the Developer/Operator believes that the information or documentation needed to satisfy this obligation is or may be confidential, the Developer/Operator may submit redacted documents or the State would consider entering into an appropriate non-disclosure agreement. The State will have final approval of all Service Area concepts and services.

All food concepts must be Developer/Operator operated. The Developer/Operator may allow an approved franchisee to operate the State approved concept or Ancillary Concept as a sublessee.

15.3.3 Common Area

The State reserves the right to request proposals for other contracted services which would be located in the interior and exterior common areas of the Service Area buildings as labeled in the Design Deliverable plans, including but not limited to:

- New Hampshire State of Turnpikes related programs (i.e. "E-ZPass")
- Products and services related to the branding/sponsorship program

The NHLC reserves the right to install Automatic Teller Machines (ATM's) in liquor buildings only. The Developer/Operator shall be allowed non-exclusive rights to install ATM's at other locations in the Service Area.

Except for the liquor stores, any such contracted services shall not compete with those offered by the Developer/Operator, and be subject to the approval of the Developer/Operator, which shall not be unreasonably withheld, conditioned or delayed.

15.3.4 Signs-Advertising-Promotions

The Developer/Operator shall furnish, install and maintain all Service Area signage on the Turnpike and within the defined Ground Lease Areas in accordance with the MUTCD as it exists from time to time and State law and policies related to outdoor advertising. The Developer/Operator will be responsible for designing the advertising logo for the aforementioned signage. The State will have final approval and may remove/change the Service Area signage at its discretion. The Developer/Operator shall deliver to the State existing signage removed during the installation of its new signage.

The Developer/Operator shall be entitled to furnish, install and maintain advertising/signage/promotional materials within the interior of the Service Building, subject to the approval by the State, which approval shall not be unreasonably withheld, conditioned or delayed.

No high rise/pylon signs will be allowed outside of the defined Ground Lease Areas. Pylon signs only will be allowed within the defined Ground Lease Areas as noted below.

The State reserves the right to install interior and exterior signage at its discretion and expense, subject to the approval of the Developer/Operator, which shall not be unreasonably withheld, conditioned or delayed, except the interior and exterior signage at the liquor stores shall be within the exclusive control of the NHLC.

For signs within the defined Ground Lease Area, the Developer/Operator may install and maintain signs as defined below for the gas station (if provided), restaurants and convenience stores, consistent with their respective customary logos, at each gas station and Service Area building containing a restaurant(s) or convenience store and on pylon signs in the immediate vicinity of such services as the State may approve to identify the facilities available to users of the Turnpike, provided that said signs shall comply with all applicable laws, and provided further that the location and size thereof shall first have been approved in writing by the State. No other signs will be erected or installed by the Developer/Operator except with the specific written approval of the State.

Ground Lease Area Signing Requirements

- Building mounted signs will be allowed to be attached to the portion of the Service Area buildings outside of the limits of the Liquor Store portion. No signs shall be allowed to be attached to the Liquor Store portion of the Service Area building.
- Building mounted signs shall not project above eave line or canopy eave line.
- Building mounted signs shall not be permitted to be attached to the roof of the Service Area Buildings.
- Building mounted signs shall be subject to the reasonable approval of the State, which shall not be unreasonably withheld, conditioned or delayed.
- Gas station canopy signs shall not project above the top of the canopy.
- Two pylon signs shall be allowed adjacent to the Turnpike for each Service Area site. One for the restaurants and convenience stores provided in the Service Area building, and one for gas station fuel pricing.
- Top of pylon signs shall be a maximum of twenty-five (25) feet above grade and a maximum of twenty (20) feet wide, or such larger maximums as may be agreed by the parties. Total sign area for each sign shall be no more than two hundred (200) square feet, per sign unless otherwise agreed by the parties.
- Pylon signs shall have a minimum setback of five (5) feet from the edge of the Turnpike right of way and twenty-five (25) feet from all other property lines
- Direct and indirect lighting methods are allowed provided that they are not unnecessarily bright. All lighting sources shall be directed downward with cut-off fixtures to limit light pollution.
- LED or other similar technology signs are permitted for gas station fuel pricing signs.
- Animated, moving, flashing, and noise making signs are not permitted.

Turnpike Signing Requirements (signs outside of Ground Lease Area)

- Up to three (3) Service Area signs may be provided in each direction in advance of the Service Areas (1 Mile, ½ mile, and Exit). Final location of signs shall be approved by State.
- Service Area signing shall be consistent with MUTCD guidelines for color, letter and logo size.
- Service Area signs shall include both the Service Area name and Liquor Store in the first two lines of copy.
- Space for up to six logos may be included on the Service Area sign. Logo size shall be as permitted by MUTCD. Developer/Operator shall be responsible for providing and installing all logos.

- Developer/Operator shall be responsible for maintaining and updating/replacing signs and logos as needed during lease period.
- Service Area signs shall become property of State at the end of the lease period.

15.3.5 Staffing

The Developer/Operator must provide adequate staffing levels necessary to provide quality service during normal and peak periods.

The supervision and maintenance of the Leased Premises shall be under 24 hours per day, 7 days per week constant and direct supervision of a trained, qualified and experienced manager employed by the Developer/Operator to respond quickly and decisively in all matters affecting the operation of the Premises. The Facilities Management Plan shall include specific policies and procedures relating to the safety and security of all patrons and staff of the Service Area. If provided, self-service automobile fueling stations must be staffed during hours of operation consistent with the Service Area for the convenience and safety of the traveling public. Staffing for the self-service automobile fueling stations may be performed by staff at the convenience store, consistent with other self-service fueling stations as long as the fueling stations are visible from where the convenience store staff is located.

15.3.6 Utilities

The Developer/Operator shall make all arrangements with governmental authorities and public utilities, provide and pay directly (and assume all risk of service interruptions) for all utilities and like services (including, without limitation, permitting, installation, maintenance, use and servicing), including, without limitation, water, sewer, oil, gas, electric, cable and telephone, used at the Leased Premises and otherwise in connection with the improvements and all deposits or bonds in connection therewith. The Developer/Operator is responsible for securing all permits required to install and operate all utility services to the Service Areas.

Exceptions to the above include:

- Utility consumption for operation of vending machines. This service shall be metered separately at the Developer/Operators expense and service paid for by operator of the vending machines.

- Utility consumption for operation of liquor stores. This service shall be metered separately at the Developer/Operators expense and service paid for by the NHLC.

- Electricity, heat and communication utilities shall be invoiced to NHDRED on a monthly basis based on square footage or other reasonable basis agreed to by NHDRED and the Developer/Operator for operation of the Visitor Information Center.

15.3.7 Dangerous Materials

The Developer/Operator shall not keep on premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous with the exception of automobile fuel and diesel (if provided) and cooking fuels.

15.3.8 Menu Item Control

The Developer/Operator shall use its best efforts to plan and prepare good quality, commercially reasonably priced food and beverage and other permitted items for sale to the public. In the event that the State shall deem any such item to not meet such criteria, the parties shall confer with a view to effecting a reasonable resolution, but it is understood and agreed that control of the menu, determination of food and beverages to be sold and the manner of production of same shall be made solely by the Developer/Operator.

15.3.9 Goods & Services

The Developer/Operator shall provide the State with an inventory list two (2) times per year at such times to be mutually agreed upon. Items such as magazines that display nudity and X-rated movies, as well as dangerous items such as knives, guns, fireworks, etc. are not considered wholesome and pure and are prohibited from sale.

15.3.10 Hours of Operation

Limited Service Area seating, restrooms, and convenience store shall remain open 24 hours per day, 7 days per week. The liquor store shall have operating hours established by the NHLC. If provided, self-service automobile fueling stations must remain open and in operation consistent with convenience store hours.

15.3.11 Tolls

Toll free passage will not be granted to the Developer/Operator or their employees or suppliers.

15.3.12 No Smoking Policy

The inside of all buildings are to be designated as "No Smoking Areas".

15.3.13 Lottery Ticket Sales

The Developer/Operator shall be permitted to sell lottery tickets in the Service Area buildings. The State must approve the location of any signs and promotional materials, which approval shall not be unreasonably withheld, conditioned or delayed.

15.3.14 Public Telephones

Public Telephones shall be permitted to be installed by the Developer/Operator. A TDD phone must be installed in each Service Area. The State must approve the location of the equipment and any signs and promotional materials.

15.3.15 Alcoholic Beverages

The Developer/Operator shall not, at any time, sell, serve or otherwise furnish, within the limits of the Turnpike, any form of alcoholic beverage with the exception of Liquor Commission operated stores at the Service Areas and licensed beer sales in the convenience stores.

15.3.16 Banking Services

The Developer/Operator shall have non-exclusive rights to install ATM banking machines and the exclusive right to permit a branch banking facility to be located within the Leased Premises. The NHLC shall reserve the right to install ATMs in liquor buildings.

15.3.17 Visitor Information Center

The following describes the desirable requirements for the Visitor Information Center.

The Developer/Operator shall provide space within the Service Area building for the Visitor Information Center. This space shall be provided at no cost to the State. The Visitor Information Center shall be 800 square feet or such other dimension as may be mutually agreed to between NHDRED and the Developer/Operator. The Visitor Center shall be located within a larger approximately 3000 square foot Visitor Concourse. The content of the Visitor Center shall be under the exclusive control of NHDRED, while the content of the larger Visitor Concourse will be mutually agreed upon by the Developer/Operator and NHDRED. Any Waterwheels and other design elements will be under the exclusive control of the Developer/Operator for operation, utilities and maintenance.

The Developer/Operator shall provide access to forklift/loading dock and storage space of approximately 100 square feet of shelved space on same floor level as the Visitor Information Center. This is in addition to the minimum space requirement identified above.

The Developer/Operator shall provide an information desk to the State at no cost. The information desk shall be sized to accommodate a desktop computer and printer/fax (provided by others). The Developer/Operator shall also provide access to internet, a telephone, a 'panic button' for use by information desk staff, and enable the desk to be locked after hours. The desk will be staffed by a maximum of two State employees during the hours of (at a minimum) 7AM to 11PM or such other times as may be established by the Commissioner of DRED, with notice to the Developer/Operator.

The Developer/Operator shall provide rack systems that will accommodate a minimum of 300 standard size brochures, 15 digest size and 30 double size pieces. The racks shall be of a style and materials consistent with the overall image and look of the entire facility.

The Developer/Operator shall provide storage shelving (hidden from view) at the information desk to store working supply of brochures.

The Developer/Operator shall provide adequate wall space to accommodate a minimum 42 inch LCD screen with connectivity to allow messaging/images to be updated from NHDOT central office or Division of Travel & Tourism.

All of NHDRED's obligations under the Contract are contingent upon continuation of full funding from the Bureau of Turnpikes. If such funding is eliminated, all of NHDRED's obligations under the Contract shall be transferred to the Department of Transportation – Bureau of Turnpikes.

15.3.19 Vending Machines

Unless otherwise agreed to by the State and the Developer/Operator, the State reserves the right to contract for food, beverage and newspaper vending machines, provided by others under separate contract to the State.

Minimum single vending area to be provided shall be able to reasonably accommodate 13 vending machines at each of the Northbound and Southbound sites. The Developer/Operator is precluded from providing any vending machines or services.

15.3.20 Amusement Machines

The State requires written consent for the installation of amusement machines. If written consent is granted, the Developer/Operator will submit a listing of said games to the State which contains a description of each game, dimensions, a diagram showing the proposed location, price-per-play and any other pertinent data requested by the State. The State may at any time, require the relocation, replacement, withdrawal or removal of such machines. The amusement machines

shall be placed in an enclosed area. At no time shall an amusement machine be installed that is considered violent or sexual in nature.

15.3.21 Electric Gate Access

Electric access gate(s) between local and turnpike parking lots shall be installed as part of the parking lot construction with the cost to be borne by the Developer/Operator.

Additionally, an electric access gate shall be provided at the Springer Road entrance to the southbound site for use only by employees of the liquor store, the visitor center and the Developer/Operator. This gate shall be incorporated into an eight foot high fence installed along the south property line of this site. "No Parking" signs shall be installed on both sides of Springer Road within 200 feet the gate. Cost for this gate, fence and signing shall be borne by the Developer/Operator. Sign location shall be coordinated with the Town of Hooksett. It is the intent of the State that there shall be no local access to the Service Areas or liquor store other than for employees or deliveries.

All electric access gate(s) will have key locks at the gate(s) and remote opening controls in the Developer/Operator's portion of the building. The Developer/Operator shall accommodate access requirements through such gate(s) as required by local fire, police and emergency service agencies. State employees and vehicles shall be provided access through electric access gates.

The maintenance of the gate(s) will be the responsibility of the Developer/Operator. The State reserves the right to specify the brand/type of gate.

15.3.22 Emergency Generator

Emergency generator(s) shall be installed as part of the total renovation/construction of each Service Area, the cost will be borne by the Developer/Operator. The State reserves the right to specify the brand/type of the emergency generator(s) after consultation with the Developer/Operator and efforts to maximize efficiencies and cost savings. Such installations shall conform to the requirements of the Department of Environmental Services as they exist at the time.

Emergency generator may be separate from the emergency generator provided for the liquor store portion of the building. Any such generator or generators shall be adequate for the intended purpose, which shall at a minimum provide full service capability at the liquor stores. Full service capability shall include, but not be limited to, heating, cooling, lighting, electricity, communication, and refrigeration systems.

15.3.23 Litter/Debris Removal

The Developer/Operator shall police the parking areas (car, truck, bus, RV and employee lots), sidewalks, adjacent areas, landscaped and grass areas for litter and remove all such debris.

15.3.24 Site Lighting

The Developer/Operator will install outdoor site lighting as part of the construction of the Service Areas and may require focused illumination of certain signage and/or messaging. The costs are to be borne by the Developer/Operator. The Developer/Operator will be responsible for maintenance and re-lamping. The State reserves the right to specify bulb type and standard type. All lighting shall be full cutoff and energy efficient and, to the extent reasonably practicable shall be "Dark Sky" lighting.

15.3.25 Preventive Maintenance

The Developer/Operator will be financially responsible for all maintenance, repair, replacement and upgrade of all equipment and/or systems throughout the facilities during the entire life of the Contract except with respect to the interiors of the liquor stores. The Developer/Operator shall surrender the facilities and non-proprietary equipment to the State at the completion or termination of the Contract in good condition and good working order.

Upon completion and acceptance of the construction of each Service Area site, Developer/Operator shall submit to the State, a plan for preventive maintenance that provides for the periodic examination and repair of all major equipment at the Service Areas by qualified personnel. The plan shall include, but not be limited to, a schedule of all HVAC, compressors, motors, alarm systems, emergency generators and other major building, structural, mechanical or electrical equipment requiring periodic maintenance or operational checks. These maintenance or operational checks will be performed according to the manufacturer specifications subject to State review and approval. Serial numbers, model numbers and other descriptive information of said equipment shall be provided to the State. The plan, including an O&M schedule that shall, among other things, take into account the changing repair and replacement requirements of the equipment over the time period covered by its service life, shall be agreed to by the State and the Developer/Operator at the completion of each Service Area site and be incorporated herein. This information shall be made available to the State through a database system created and maintained by the Developer/Operator. The data base information must be submitted to the State no later than the 10th of every month. Both the State and the Developer/Operator must mutually approve any material changes to the plan, such approvals are not to be unreasonably withheld or delayed. The Developer/Operator shall provide a complete set of O&M Manuals to the State and maintain one at each Service Area

site. The Developer/Operator shall keep maintenance records, for the term of the Contract, submit them on an annual basis to the State, and make them available for the State inspection, as required. The Developer/Operator will immediately repair or replace defective equipment or components that are identified during preventive maintenance checks. In the event that the Developer/Operator fails to comply with these terms, the State will perform such maintenance or repairs in accordance with the provisions of Section 17.

15.3.26 Restrooms

The Developer/Operator shall staff each restroom so as to conform to the requirements of the Contract and provide sanitary, fully functioning and well maintained restrooms for the use of the public.

The Developer/Operator shall be responsible for cleaning, repairing and maintaining (including replacement of broken fixtures) all restrooms

Restrooms are to be completely refurbished every 8 to 10 years at the State's direction and at the Developer/Operator's expense, unless the Developer/Operator and State mutually agree to a revised schedule. The design, construction and contractor must be approved by the State, but such approval shall not be unreasonably withheld, conditioned or delayed. The Developer/Operator shall not install or permit others to install facilities for pay toilets. The State places strong emphasis on the upkeep and cleanliness of restroom facilities.

Notwithstanding any provision of the Contract to the contrary, in the event that the State shall deem the Developer/Operator to be in default of its obligations hereunder, then the State shall be entitled to provide written notice specifying the default and the actions sought to cure it. The Developer/Operator shall cure said default within ten (10) calendar days of the date of receipt. If the parties disagree over whether or not a cure has been performed, either one may invoke the dispute resolution as specified in Section 23 of the Contract.

15.3.27 Public Address/Music System

The Developer/Operator shall provide and maintain a public address system at each Service Area which accesses all areas of the building including restrooms and immediate outdoor areas. A music system shall also be included in the public address system and shall play "Musak" or other similar music service. The public address/music system within the liquor stores shall be constructed in such a manner as to allow exclusive control of the public address/music system within each store.

15.3.28 Water Fountain

The Developer/Operator shall maintain at least one operable pair of ADA approved electric water coolers (water fountains) in each lobby of each Service Area Building for use by the public without charge for drinking purposes. The

Developer/Operator is responsible for maintaining the cleanliness of the electric water coolers.

15.3.29 Fencing

Areas required to have fencing with gates (i.e. trash disposal, propane tanks) shall be installed to the satisfaction of the State and maintained by the Developer/Operator.

15.3.30 Building Exterior

The Developer/Operator is responsible for maintaining the exterior of all buildings, including, but not be limited, to painting every 3 years (or more or less frequently depending upon the actual condition of the exterior portions of the buildings then existing), roof repair, gutters, downspouts, power washing etc. To the extent that the Developer/Operator desires to paint less frequently than three years, the prior approval of the State shall be necessary, but such approval shall not be unreasonably withheld, conditioned or delayed.

15.3.31 Food Service Marketing and Merchandising

The Developer/Operator will use commercially reasonable efforts to develop its facilities and operations to anticipate and meet changing service trends, new market formations and changing diet patterns evolving throughout the food service industry.

15.4 Operations Review

The Developer/Operator shall review its operations and maintenance requirements with the designated representatives of the State annually and at such other times as such representatives or the Developer/Operator may request.

16. EQUIPMENT

The Developer/Operator shall furnish all equipment for the kitchen, service and dining areas of each restaurant as necessary to fulfill the food service concepts required by this and any written amendments or attachments thereto, including but not limited to all walk-in refrigerators, refrigerating equipment, ovens, ranges, dishwashers, booths, shelving, kitchen tables, stools, counters, back-bars, furnishings and furniture for the public lobby and lounge. The Developer/Operator shall be responsible at its sole cost for any replacement of such equipment for any reason including but not limited to changes in its branding/food service concept. Prior to occupancy of any concession area by the Developer/Operator, the Developer/Operator shall make an inventory of all such equipment and cost of the same furnished by it, which inventory shall be signed by both parties. A similar inventory of any additional equipment furnished by the Developer/Operator during the term of the Contract shall be furnished and signed by the parties. All of said equipment shall be maintained in good operating condition and repair by the Developer/Operator during the term of the Contract.

The Developer/Operator shall also furnish all other equipment and furnishings necessary for the operation of the restaurants including but not limited to cooking utensils, silverware, linens and dishes, said equipment to be and remain the property of the Developer/Operator.

The Developer/Operator shall furnish, install and maintain fire extinguishers, as required by the appropriate laws of the State of New Hampshire. The Developer/Operator shall also furnish, install, and maintain one (1) Automatic External Defibrillator (AED) at each Service Area building.

17. FACILITY SUSTAINMENT AND REINVESTMENT RESERVE FUND

The Developer/Operator is responsible for all facility operating expenses and capital expenditures. Operating expenses include, but are not limited to, utilities, regularly scheduled inspections, preventive maintenance, recurring maintenance and repair, emergency response and service calls for minor repairs, and major repairs to or replacement of building systems and their components that are expected to occur periodically throughout the facility life-cycle. These repairs include, but are not limited to, regular roof replacement, refinishing wall surfaces, repairing or replacing floor coverings, repairing or replacing HVAC systems or components, electrical system components, etc. Capital expenditures/improvements shall include retrofits/modernization/upgrades, renovation, and new additions.

Beginning July 20, 2016, and continuing the same day of each month thereafter, the Developer/Operator shall pay one (1%) percent of the previous month's Gross Sales to the State into a separate interest-bearing fund account, known as the Facility Sustainment and Reinvestment Reserve Account (Reserve Account). This fund account, controlled by the State, is considered a reserve fund. Interest earned in this account shall accrue to the account and count towards the balance requirements stated herein.

The purpose of this account is to provide funding for facility maintenance, repair, and capital improvement projects if the Developer/Operator fails to meet the performance standards established in the terms of the Contract. The need for major maintenance, repair, or capital improvements will be determined by the Developer/Operator annually following the required annual facility condition assessment. During the annual assessment, the Developer/Operator and the State will establish and validate the need for work at each of the Service Areas and agree to a schedule for completion of the work. If the Developer/Operator fails to perform this work in a quality and timely manner, the State will use this fund to perform this work. All State costs, including administration costs, will be decreased from the Reserve Fund.

All expenditures from this fund shall be for capital items, equipment, furniture,

furnishings reasonably required to keep the facility in a most up-to-date and effective condition to create the greatest earning potential for the Developer/Operator and the State as well as for the convenience of the patrons. All renovation improvements shall be subject to the standards and requirements of the Contract and the attachments hereto.

The State will consider several performance incentives throughout the life of the Reserve Fund.

As one incentive for excellent performance, the State will eliminate contributions to the Reserve Fund once the Developer/Operator has contributed $1 million. If later the fund falls below $1 million (due to substandard performance which required the State to use the account), the Developer/Operator shall resume payments into the account at the same rate, as stated above, until the fund is restored and performance exceeds standards.

As a further incentive for excellent performance, the Developer/Operator may request State approval, in writing, to use the Reserve Fund for projected major expenditures (over $50,000 threshold) and pay back the fund over an agreed upon time period at the rate stated above, until the fund is restored to the $1 million level for the Developer/Operator.

Within 5 years in advance of the Contract expiration, the State will consider eliminating contributions to the Reserve Account so long as the Developer/Operator is not in material default of its obligations under the Contract and the State may begin disbursing funds from the account for reinvestment in the Service Areas for the last five years of the Contract. The decision by the State to do this will be based on continued excellent performance by the Developer/Operator. At the end of the Contract, any money that remains in the reserve fund shall be retained by the State If early termination of the Contract occurs, the State will retain the monies in the reserve fund.

All dollar limits described in the above paragraphs will be adjusted to Consumer Price Index (CPI) every five (5) years throughout the life of the fund.

18. COMPLIANCE WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Contract, the Developer/Operator shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Developer/Operator, including, but not limited to, civil rights and equal opportunity laws. The Developer/Operator shall also comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of the

Contract. In addition, the Developer/Operator shall comply with all applicable copyright laws.

During the term of the Contract, the Developer/Operator shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, on the basis of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

The Developer/Operator shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Developer/Operator further agrees to permit the State, or United States, access to any of the Developer/Operator's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Contract.

19. PERSONNEL

Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract, the Developer/Operator shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this the Contract. This provision shall survive termination of this the Contract.

20. SERVICE AREA OCCUPANCY

Service Area buildings shall maintain a minimum 2/3 space occupancy of concession areas throughout the term of the Contract, not including limited periods of time for re-tenanting or re-branding. Concession areas shall include all kitchen and service areas of the food service concepts provided. Failure to maintain 2/3 space occupancy shall be considered an Event of Default.

21. EMERGENCY CLOSING

In the event of an emergency, the State reserves the right to close or divert patrons away from the Service Areas when such action in the view of the designated representatives of the State is in the best interest of the health and safety of Turnpike patrons and the Developer/Operator agrees that it shall have no claim against the State. The Developer/Operator shall not be relieved of its obligation to pay Percentage rent nor reimbursed for lost profits in the event of such a closure or diversion.

22. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Developer/Operator shall abide by the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to this the Contract.

The Developer/Operator shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all revenue associated with the Contract. The Developer/Operator shall retain all such records for three (3) years after the end of the final Lease Year of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. During the term of the Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period following termination of the Contract, and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Developer/Operator shall include the record retention and review requirements of this section in any of its subcontracts/subleases.

In the event of a conflict between the law and these provisions, the more stringent requirements shall apply.

Accounting Requirements

The Developer/Operator shall maintain an accounting in accordance with generally accepted accounting principles (GAAP). The revenue and costs applicable to the Contract shall be ascertainable from the accounting and the Developer/Operator shall maintain records pertaining to the services, costs, expenditures and revenue.

The Developer Operator shall require its subcontractors and sublessees to meet the terms and conditions of this section.

23. DISPUTE RESOLUTION

23.1 Informal Dispute Resolution

The Bureau of Turnpikes Administrator, or its successor, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, including an Event of Default, the provisions of this Section 23 shall govern.

Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table.

LEVEL	<DEVELOPER /OPERATOR>	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	David S. Smith, P.E.	State Project Manager (PM)	5 Business Days
First	Christopher M. Waszczuk	Turnpike Administrator	10 Business Days
Second	David J. Brillhart	Assistant NHDOT Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

23.2 Arbitration of Certain Disputes

Disputes with respect to any issue or claim of perceived default or the defense to such default pursuant to the Contract may be submitted to binding arbitration, provided all parties consent thereto. If either party does not consent, arbitration is not authorized and disputes shall be resolved by filing an action in the Merrimack County Superior Court in accordance with Section 43.

In the event both parties agree to arbitration, the parties shall engage, by mutual agreement, an independent third party with expertise in the factual area of the factual matter which encompasses said dispute. If the parties fail to agree upon an independent third party within thirty (30) days, each party shall select an independent nominating party which, in turn, shall select the independent third party. In submitting such dispute to the independent third party, each of the parties shall concurrently furnish, at its sole expense, to such independent third party and the other party, such documents and information as such independent third party may request. Each party may also furnish to such independent third party such other information and documents as it deems relevant, with the appropriate copies and notification being concurrently sent to the other party. Neither party shall have or conduct any communication, either written or oral, with the independent third party without the other party either being present or receiving a concurrent copy of any written communication. The independent third party may conduct a conference concerning the objections and disagreements between the parties at which conference each party shall have the right to present its documents, materials and other evidence and have present its advisors, accountants, and/or counsel. The independent third party shall promptly render a decision on the issues presented and such decision shall be final and binding upon the parties. The parties shall make such payments and take such actions so as to conform with the decision of such independent third party within thirty (30) days after same is rendered. Each of the parties shall pay fifty percent (50%) of the costs and expenses of the independent third party. In the event that either party fails to provide funds to pay its share of the fees and costs of the independent third party, the other party may cease the arbitration process and proceed in court with its claim or claims. The arbitration award shall be enforceable by the prevailing party through court action in a court of competent jurisdiction. No default shall be deemed to be final until thirty (30) days after determination by a court or arbitrator.

24. INDEMNIFICATION FROM LIABILITY

To the fullest extent permitted by law, the Developer/Operator covenants and agrees to defend, indemnify and save harmless the State, its officers, employees and agents, from any and all claims, demands, suits, actions, judgments, recoveries and expenses, including but not limited to the reasonable fees and expenses of attorneys, against or incurred by the State, its officers, employees and agents, for or on account of infringement of patent rights or copyrights of others, or for or on account of damage or injury (including personal injury resulting in death) to the property or person of the Developer/Operator, its officers, employees or agents, or the State, its officers, employees or agents, or any other person or persons, including patrons and users of the Turnpike, and including injuries to employees of the Developer/Operator, caused by or arising out of or claimed to arise out of or related to any of the covenants or obligations assumed hereunder by the Developer/Operator or in any manner arising out of, or claimed to arise out of, or related to the Developer/Operator's operations or

construction activities under the Contract, except those due solely to the negligence or willful acts of the State, its agent, or employees. This indemnity obligation shall not be limited in any way by benefits payable under a Workers' Compensation Act. Nothing contained in this section or elsewhere in the Contract shall be deemed to constitute a waiver of the defenses and sovereign immunity of the State, which immunity is hereby reserved to the State.

In addition, the Developer/Operator releases the State's officers, employees and agents from any and all claims of the Developer/Operator arising out of the Contract, except that this provision shall not extend to property damage or personal injury caused by the sole active negligence of any such officers, employees and agents.

This section shall survive termination or conclusion of the Contract.

25. INSURANCE AND BONDS

25.1 Insurance and Bonds Required During Construction

During the construction of the Project, the Developer/Operator or its construction manager/general contractor shall provide the following insurance. Such insurance shall be primary insurance and per project aggregate endorsement shall apply:

A. Workers' Compensation Insurance with Statutory Limits of the applicable Worker's Compensation law, and Employer's Liability with minimum limits of $500,000 each accident, $500,000 for Bodily Injury by disease each employee, and $500,000 policy limit for Bodily Injury by disease policy limit. If the Developer/Operator or its construction manager/general contractor is a qualified worker's compensation self-insurer, then (i) prior to its commencement of the construction the Developer/Operator or construction manager/general contractor shall certify to the State that it is in compliance with, or exempt from the requirements of N.H. RSA 281-A, and (ii) the construction manager/general contractor waives any right of recovery it may have or acquire against the State by reason of the Developer/Operator or construction manager/general contractor's having paid worker's compensation benefits as a self-insurer.

B. Commercial General Liability Insurance, covering all operations of the Developer/Operator and its construction manager/general contractor, written on an occurrence basis, with the following minimum limits: $1,000,000 each occurrence $2,000,000 general aggregate (which limit shall apply separately to the construction project); and $2,000,000 products and completed operations aggregate. Coverage shall include (by the terms of the policy or by appropriate endorsements) premises and operations (including coverage for explosion, collapse and underground hazards), products and completed operations, contractual liability coverage, (with no exclusions for third party action over related suits), broad form property damage liability

(including completed operations of subcontractors), and personal and advertising injury liability coverage. The State shall be included as additional insured, and the policy shall include an endorsement that waives the insurer's rights of subrogation against the State.

C. Business Automobile Liability Insurance, covering all vehicles, whether owned, non-owned, hired, or borrowed, used by the Developer/Operator and its construction manager/general contractor for any operations both on and off the Leased Premises, with a minimum limit of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage. The State shall be included as additional insured.

D. Umbrella Liability Insurance excess of the primary liability policies described above. The limits of liability provided will not be less than $10,000,000 each occurrence, $10,000,000 products and completed operations, and $10,000,000 general aggregate. The aggregate shall apply per project or per location. The State shall be included as additional insured.

E. Pollution Liability Insurance, covering third-party injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from the operations and completed operations of the Developer/Operator or its construction manager/general contractor or its subcontractors, with coverage limits of not less than $5,000,000 per incident. The State shall be included as additional insured.

F. Professional Liability Insurance covering professional design services to be performed by consultants, designers, architects or engineers by or on behalf of the Developer/Operator and/or its construction manager/general contractor, with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

G. Commercial property or builders' risk insurance on an "all risk" or equivalent policy for, including, without limitation, insurance against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and debris removal. Such insurance shall (i) cover all equipment, machinery, supplies and other property intended to be permanently incorporated into the Project, (ii) apply to such property while it is located at the Premises or located at temporary off-site or staging areas, or while in transit to the Premises, and (iii) have limits not less than 100% of the replacement value of the improvements. The policy will include an endorsement that waives the insurer's rights of subrogation against the State. Business income coverage shall include, but is not limited to, loss of lease payments, rental income, and other types of income that may be applicable.

H. Completion Bond

The Developer/Operator shall furnish the State with a Completion Bond, with the State as obligee, in an amount equal to the estimated construction cost of the Project prior to the start of construction. The bond may be in an amount representing less than the full estimated construction cost of the Project if in the opinion of the State, it is adequately protected. The Developer/Operator shall bear the full expense of both the initial cost and the annual premiums for the Completion Bond. If such is not provided, the award may be nullified. The Developer/Operator may secure separate bonds for each site should the northbound and southbound sites be constructed sequentially. Should the Developer/Operator progress construction of both southbound and northbound sites concurrently, then the Developer/Operator shall furnish the State a Completion Bond equal to the full amount of the estimated construction cost for both the northbound and southbound sites.

The Completion Bond shall be in a form and substance satisfactory to the State. The Completion Bond shall be issued and maintained by the Developer/Operator in full force and effect until completion of all Project construction. The Developer/Operator or any of its sureties shall not be released from their obligations under the Completion Bond from any change or extension of time, or termination of the Contract. The Completion Bond shall contain a waiver of notice of any changes to the Contract.

The underwriter of the Completion Bond must have a rating of no less than B+ based upon the current A.M. Best (credit rating agency in the insurance industry) rating guide and with a Department of Treasury listing sufficient to cover a $32,000,000 obligation.

The Completion Bond shall secure the performance of the Developer/Operator, including without limitation performance of the design and construction phases of the Service Areas in accordance with the Contract and shall secure any damages, cost or expenses resulting from the Developer/Operator's default in performance or liability caused by the Developer/Operator. The Completion Bond shall become payable to the State for any outstanding damage assessments made by the State against the Developer/Operator if there is a termination for default. An amount up to the full amounts of the Completion Bond may also be applied to the Developer/Operator's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar services to replace those terminated as a result of the Developer/Operator's default. In addition to this stated liability, the State may seek other remedies.

The State reserves the right to review the Completion Bond and to require the Developer/Operator to substitute a more acceptable Completion Bond in such form(s) as the State deems necessary prior to acceptance of the Completion Bond.

I. Payment bond

The Developer/Operator or its general contractor/construction manager shall provide the State with a copy of a payment bond guaranteeing payment in full of all bills and accounts for materials and labor used in the construction of the Service Areas.

25.2 Insurance and Bond Required After Completion of Construction

Prior to commencing operations at the Service Areas, and for the remaining term of the Contract, the Developer/ Operator shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or sublessee to obtain and maintain in force, the insurance in the same form and limits as listed above in Section 25.1, A-G, in addition to the financial guarantee bond described below. Such insurance shall be primary and per location aggregate endorsement shall apply.

A. Financial Guarantee Bond

In addition to the insurance required above, prior to commencing operations at the Service Areas, the Developer/Operator will furnish to the State as obligee, a financial guarantee bond issued by a company licensed to do business in the State of New Hampshire with a rating of no less than B+ based on the current A.M. Best rating guide, and with a Department of Treasury listing sufficient to cover a $5,000,000 (five million dollar) obligation, assuring the Developer/Operator's prompt payment of Percentage Rent which is due to the State hereunder during the first five (5) years of the Contract as shown in Exhibit D. The penal sum of such bond shall not be less than the aggregate Percentage Rent due hereunder during such initial five (5) year period. The Developer/Operator shall pay the premium on the bond. The parties agree that the bond requirement will be reviewed periodically and may be amended by mutual written agreement by the Developer/Operator and the State. The Financial Guarantee Bond shall secure the obligations of the Developer/Operator to pay Percentage Rent as required by the Contract.

This financial guarantee bond shall be issued for each successive five-year period of the Contract until expiration of the Contract. The Developer/Operator shall pay the premium on any such successor bond. If by January 1 of each successive five year period, the Developer/Operator has not provided a similar bond for the next five years of the Contract in an amount not less than Percentage Rent for that same five year period, the State shall have the right, by written notice given to the Developer/Operator and Developer/Operator's Lender not later than thirty (30) days from time of required issuance, to terminate this lease, whereupon the Developer/Operator shall be relieved of any obligation to pay Tiered Rent with respect to the next five year period and the Developer/Operator's rights hereunder shall cease as of that date.

The State reserves the right to review the Financial Guarantee Bond and to require the

Developer/Operator to substitute a more acceptable Financial Guarantee Bond in such form(s) as the State deems necessary prior to acceptance of the Completion Bond.

In the event the bond company fails or becomes insolvent, Developer/Operator shall provide the State with a new bond meeting the terms and conditions of this Section 21.2.A, as soon as practicable.

25.3 Renewal Certificates

The Developer/Operator and/or its general contractor/construction manager shall furnish to the State certificates of insurance for all renewals of the insurance required under the Contract no later than thirty (30) days prior to the expiration date of each of the insurance policies.

25.4 Form of Policies and Certificates

The insurance policies required hereunder shall be the standard policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance.

The Developer/Operator and/or its general contractor/construction manager shall furnish to the State the certificates of insurance for all insurance required under the Contract. All policies of insurance shall be endorsed to provide that the insurance company shall endeavor to provide written notice to the State at least thirty (30) days prior to the effective date of any cancellation or adverse material change of such policies (ten (10) days in the event of non-payment). The certificates of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The insurance certificate should list the Certificate Holder in the lower left hand block as:

State of New Hampshire
Department of Transportation, Bureau of Turnpikes
36 Hackett Hill Road
Hooksett, NH 03106

25.5 Deductibles or Self Insured Retentions

All deductibles and self-insured retentions are the sole responsibility of the Developer/Operator or its general contractor/construction manager. Deductibles or Self-Insured Retentions must be shown on the Certificate of Insurance. No retention (deductible) shall be more than $75,000.

25.6 Waiver of Rights of Recovery and Waiver of Rights of Subrogation

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the State where applicable on all policies, except in the event that the Developer/Operator is unable to obtain such concession from its insurance carrier in the exercise of reasonable efforts.

The Developer/Operator waives all rights of recovery against the State for loss or damage covered by any of the insurance maintained by the Developer/Operator pursuant to the Contract.

The Developer/Operator hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the State for loss or damage covered by any of the insurance maintained by the Developer/Operator pursuant to the Contract, and the policies shall be so endorsed.

25.7 Claims Made Policy Forms

Should any of the required liability coverage be on a "claims made" basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the completion of the Contract.

25.8 Review of Insurance Requirements by the Covered Party's Insurance Representative

- The Developer/Operator warrants that the Contract has been thoroughly reviewed by the Developer/Operator's insurance agent(s)/broker(s), who have been instructed by the Developer/Operator to procure the insurance coverage required by the Contract.

- The amount of insurance provided in the aforementioned insurance coverage, shall not be construed to be a limitation of the liability on the part of the Developer/Operator.

- Any type of insurance or any increase in limits of liability not described above which the Developer/Operator requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

- The carrying of insurance described herein shall in no way be interpreted as relieving the Developer/Operator of any responsibility or liability under the Contract.

- In the event of a failure of the Developer/Operator to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the State shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Developer/Operator who agrees to furnish all necessary information thereof and to pay the cost thereof immediately upon presentation of an invoice.

In no event shall the Developer/Operator or any subcontractor or sublessee begin Work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the State. Any Work performed without having the Certificates of Insurance received and approved by the State is at the sole risk of the Developer/Operator and each subcontractor and sublessee.

25.9 Insurance and Bonds Required Prior to Renovations

To the extent that renovations are required and authorized under the Contract, prior to commencing any renovation estimated to cost more than $50,000, the Developer/Operator, or its general contractor/construction manager shall provide the State with a performance bond, naming the State as dual Obligee, having a penal sum equal to the amount of the renovation Project. The Developer/Operator shall also provide the State with a copy of a payment bond guaranteeing payment in full of all bills and accounts for materials and labor used in the Project.

26. BANKRUPTCY.

If there shall be filed against the Developer/Operator in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Developer/Operator's property, or if the Developer/Operator shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into such an arrangement, the Contract, at the option of the State, may be cancelled and terminated, unless the Developer/Operator causes such action to be dismissed within sixty (60) days; or so long as the obligations of the Developer/Operator are being performed in accordance with the requirements of the Contract by the Developer/Operator's lender or the Developer/Operator, failing which neither the Developer/Operator nor any person claiming through or under the Developer/Operator by virtue of any statute or of an order of any court shall be entitled to acquire or remain in possession of the Leased Premises, and the State shall have no further liability hereunder to the Developer/Operator and any such person, if in possession, shall forthwith quit and surrender the Leased Premises. If the Contract shall be so cancelled or terminated, the State, in addition to the other rights and remedies of the State by virtue of any other provision herein or elsewhere in the Contract contained or by virtue of any statute or rule of law, may retain as liquidated damages any Rent or moneys received by the State from the Developer/Operator or others in behalf of the Developer/Operator.

27. LOSS AFFECTING LEASED PREMISES

Capitalized terms used in this Section 27 and not previously defined herein are defined in Section 54 below. If a Loss occurs: (a) the party that first becomes aware of it shall notify the other parties; (b) all Loss Proceeds arising from such Loss shall be paid to the Leasehold Mortgagee; (c) the Loss Proceeds shall be applied as follows until exhausted; (d) each party's rights to receive Loss Proceeds shall be subject to the rights of such party's mortgagee(s); and (e) the parties shall have the following rights and obligations:

A. Loss During the Construction Period, But Prior to the Delivery of a NHLC Liquor Store. For purposes of this section, the term "Construction Period" as to each Service Area shall commence with the Effective Date and continue through and terminate at such time as the NHLC liquor store in such Service Area shall have been delivered and accepted and the remainder of the Service Area building associated therewith has been certified for occupancy and all retainage with respect thereto has been paid to the Developer/Operator. In the event of a Loss during the Construction Period, but prior to delivery of a NHLC liquor store, the Developer/Operator shall repair such damage and restore all improvements to substantially the same condition as existed before the Loss, using materials and equipment of the same or better grade than that of the materials and equipment being replaced and this Contract shall remain in full force and effect. Such repair and replacement by the Developer/Operator shall be done in accordance with the standards as are set forth in Section 12 of the Contract to the extent applicable and reasonably practicable. Developer/Operator shall, at its expense, obtain all permits required for such work. In no event shall Fixed Rent or Tiered Rent abate, nor shall the Contract terminate by reason of such Loss.

B. Damage or Destruction During the Construction Period, But After Delivery and Acceptance of a NHLC Liquor Store. In the event of a Loss during the Construction Period, after the date of delivery and acceptance by NHLC of the NHLC liquor store located within a Service Area building, the Developer/Operator shall be required to repair such damage, only as it relates to that portion of such Service Area building to which the Developer/Operator has title, and NHLC shall be responsible to repair that portion of such Service Area building to which NHLC has title in accordance with Section 27.F, below. The Developer/Operator shall repair such damage and restore the portion of the Service Area building to which the Developer/Operator has title to substantially the same condition as existed before the Loss, using materials and equipment of the same or better grade than that of the materials and equipment being replaced and this Contract shall remain in full force and effect. Such repair and replacement by the Developer/Operator shall be done in accordance with the standards as are set forth in Section 12 of the Contract to the extent applicable and reasonably practicable. The Developer/Operator shall, at its expense, obtain all permits required for such work. In no event shall Fixed Rent or Tiered Rent abate, nor shall the Contract terminate by reason of such Loss.

C. Damage or Destruction Occurring After the Construction Period. In the event of a Loss after the Construction Period, the Developer/Operator shall be required to repair such damage and restore only that portion of a Service Area building to which the Developer/Operator has title, and NHLC shall be responsible to repair that portion of such Service Area building to which NHLC has title in accordance with Section 27.F, below. The Developer/Operator shall repair such damage and restore the portion of the Service Area building to which the Developer/Operator has title to substantially the same condition as existed before the occurrence of such Loss, using materials and equipment of the same or better grade than that of the materials and equipment being replaced and this Contract shall remain in full force and effect. Such repair and replacement by the Developer/Operator shall be done in accordance with the standards as are set forth in Section 12 of the Contract to the extent applicable and reasonably practicable. The Developer/Operator shall, at its expense, obtain all permits required for such work. In no event shall Fixed Rent or Tiered Rent abate, nor shall the Contract terminate by reason of such damage or destruction. Notwithstanding the foregoing, the obligation of the Developer/Operator to so repair, however, shall be subject to the provisions of Section 27.D below regarding a Termination Option Loss.

D. Termination Option Loss. In the event of a Termination Option Loss (as defined in Paragraph 54 hereof) after the Construction Period, the Developer/Operator shall be entitled to elect whether or not to repair or reconstruct such damage. Nevertheless, the Developer/Operator shall immediately take reasonable steps to insure the safety of the public and the security of the damaged portion of any site so as to minimize destruction to the Developer/Operator's business and the general public. In the event of a Termination Option Loss that only affects one Service Area of the Leased Premises, the Developer/Operator shall, on or before the ninetieth (90^{th}) day from and after the date of such Termination Option Loss, notify the State in writing whether or not it intends to repair such damage and restore that portion of the Service Area building within such Service Area to which the Developer/Operator has title, to its pre-existing condition, or, in the alternative, notify the State that the Developer/Operator intends to terminate the Contract as to the Service Area affected by the Termination Option Loss (the "Termination Notice"). In the event that Developer/Operator elects to restore the Service Area affected by the Termination Option Loss, the Developer/Operator shall do so in a good and workmanlike manner, in accordance with the standards as are set forth in Section 12 of the Contract to the extent applicable and reasonably practicable. In the event that the Developer/Operator elects not to restore the Service Area affected by the Termination Option Loss, the Developer/Operator, at its cost and expense, shall remove all debris resulting from the loss, fill in any substantial excavation caused thereby and return the damaged portion to a reasonably level and vacant condition to the extent reasonably practicable. On the thirtieth (30^{th}) day after the date of the Termination Notice, the Contract shall terminate with respect to the Leased Premises

affected by the Termination Option Loss and shall continue in full force and effect with respect to the Leased Premises not affected by the Termination Option Loss and neither party shall have any further rights, obligations or duties with respect to the other, as to the Leased Premises affected by the Termination Option Loss, except as are expressly set forth or reserved in the Contract and intended to survive such termination. In the event the Developer/Operator elects not to restore the Service Area affected by the Termination Option Loss, the Loss Proceeds shall be payable to the State should the State elect to restore the damaged portion of said Service Area, but such payment shall be and is expressly subject and subordinate to the rights of any Leasehold Mortgagee as mortgage holder, collateral assignee and /or secured party to receive and apply the Loss Proceeds, in the sole discretion of any such Leasehold Mortgagee, to the indebtedness of the Developer/Operator secured by a Leasehold Mortgage. If the State elects not to restore the damaged portion of the Service Area affected by the Termination Option Loss, the Loss Proceeds shall be payable to the Developer/Operator, subject to the rights of the Leasehold Mortgagee.

E. Disbursement. To the extent that this Contract results in the Developer/Operator applying Loss Proceeds for the purpose of reconstruction, restoration or repair of a Service Area, the Loss Proceeds shall be disbursed from time to time under reasonable and customary disbursement procedures in the Leasehold Mortgagee's loan documents but subject to the inspection and approval rights of the State in conformity with the provisions of Section 12 hereof.
In the event that there is no Leasehold Mortgagee at the time of a Loss, the Developer/Operator shall utilize the Loss Proceeds as is required for purposes of reconstruction, restoration or repair under this Contract. Any such Loss Proceeds shall accrue to and be retained by the Developer/Operator, subject to the provisions of Section 27.D, above.

F. Liquor Stores. In the event of any Loss affecting the portion of the Service Area building to which NHLC has title, NHLC shall have the election to repair or restore said portion of the Service Area Building. In the event NHLC elects to restore or repair the portion of the Service Area building to which NHLC has title, NHLC shall pay all costs and expense with respect thereto. If NHLC elects not to restore or repair the portion of the Service Area building to which NHLC has title, the Developer/Operator shall have the right to (i) remove all debris resulting from the loss, fill in any substantial excavation caused thereby and return the damaged portion to a reasonably level and vacant condition to the extent reasonably practicable, and (ii) replace the wall separating the NHLC portion of the Service Area building from that owned by the Developer/Operator with a new exterior wall. In connection with the foregoing, the State shall pay for all costs and expenses associated with debris removal and site restoration and the Developer/Operator shall pay all costs and expenses for a new exterior wall.

G. Further Assurances. The State, the NHLC and the Developer/Operator each agree to cooperate reasonably with one another with respect to any reconstruction or repair arising from a Loss, so as to not cause unreasonable delay in the repair of such damage and the resumption of operations at the Leased Premises.

28. ASSIGNMENT, DELEGATION AND SUBCONTRACTS/SUB-LEASES

The Developer/Operator shall not assign, delegate, subcontract, sublease or otherwise transfer any of its interest, rights, or duties under the Contract without the written approval of the State, except as expressly permitted under the Contract. Such consent will not be unreasonably withheld, conditioned or delayed and should be provided within thirty (30) days receipt of written notice. Any attempted transfer assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

The Developer/Operator shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, subcontractor or other transferees are used, unless a Successor is approved by the State and agrees to be bound hereby as if originally a party hereto, except that the Developer/Operator shall continue to be liable for pre-existing conditions or preexisting defaults that are the responsibility of the Developer/Operator. Any non-permitted assignment, delegation, or other transfer shall neither relieve the Developer/Operator of any of its obligations under the Contract, nor shall it affect any remedies available to the State against the Developer/Operator that may arise from any Event of Default of the provisions of the Contract. The State will consider the Developer/Operator to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract unless assumed by an approved Successor. Notwithstanding the foregoing, it is expressly agreed and understood that any mortgagee, secured party or collateral assignee that assumes the position of the Developer/Operator by virtue of a foreclosure, assignment, secured party repossession or sale or conveyance in lieu of foreclosure shall not assume any of the liabilities of the Developer/Operator as to defaults or payments required to be made by the Developer/Operator prior to the mortgagee or, secured party or assignee assuming the position of the Developer/Operator.

Notwithstanding the forgoing, if, at the time of potential termination, the Premises are subject to a Leasehold Mortgage, the State shall not disturb the possession, interest, or quiet enjoyment of any sublessee not in default beyond applicable cure periods under its sublease, provided that either: (a) such sublease demises the entire Premises and is in all material respects at all times no less favorable to the State than the Contract; or (b) all the following conditions have been satisfied: (1) sublessee is unrelated to the Developer/Operator; (2) the sublease was on commercially reasonable and fair market terms when sublessee became legally bound; and (3) at

least one Leasehold Mortgagee has agreed to grant the sublessee nondisturbance protection.

29. WARRANTIES AND REPRESENTATIONS

Developer/Operator hereby warrants and represents to the State as follows:

29.1 Organization and Standing

The Developer/Operator is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Hampshire and is duly authorized to transact business in the State of New Hampshire. A Certificate of Good Standing issued by the New Hampshire Secretary of State is attached hereto and shall be renewed by the Developer/Operator each year in accordance with State Law. The Developer/Operator has the corporate power to own or lease its properties and to carry on its business as now being conducted. The Developer/Operator has all requisite powers necessary for the execution, delivery and performance of its obligations under the Contract and shall provide a certificate to that effect concurrent with its execution of Contract.

29.2 Binding Effect

The Developer/Operator has taken all necessary action required to execute and deliver the Contract and the related bonds described in Section 25 and to make the documents and instruments executed therewith the valid and enforceable obligations they purport to be. When executed and delivered by the parties hereto, the Contract and the surety bonds will each constitute a valid and binding obligation of the Developer/Operator enforceable in accordance with its terms.

29.3 Financial Statements

The Developer/Operator has furnished to the State the Developer/Operator's Consolidated Financial Statements for the fiscal year ending in 2011. All such financial statements are correct and complete and present fairly the financial position of the Developer/Operator as of the dates covered and the results of operations for the periods covered and were prepared in accordance with generally accepted accounting principles consistently applied except as may be noted therein.

29.4 Compliance with Law, etc.

The Developer/Operator is not in material violation of any term or provision of any mortgage, loan agreement, lease, franchise agreement or other agreement which is material to its business or assets, or of any judgment, decree, governmental order, statute, rule or regulation by which it is bound or to which it or any of its assets is subject. The execution, delivery and performance of and compliance with the Contract and the surety bonds will not violate or constitute a default under any term or provision of any such mortgage, loan agreement, lease, franchise agreement or

other agreement or of any such judgment, decree, governmental order, statute, rule or regulation by which the Developer/Operator is bound or to which any material portion of its assets is subject. Except for obtaining necessary approval from state and local officials with respect to construction and renovations of the restaurants and customary licensure of food service operations, no approval by, authorization of or filing with any Federal, State, municipal or other governmental commission, board or agency or governmental State is necessary in connection with the execution and delivery of the Contract and the surety bonds by the Developer/Operator.

29.5 Franchises

A. The Developer/Operator has signed franchise or licensing agreements with all of the corporations whose food service concepts and brands are included in the RFP, which give the Developer/Operator the right to operate restaurants of the applicable brand at the Service Areas. Said franchise agreements are not subject to any restrictions or conditions which would limit the full operation of the restaurants as contemplated by such agreements and the Contract. There are no material complaints or proceedings pending or threatened by any of the respective franchisors relating to the due performance of the Developer/Operator under such franchise agreements or any other franchise agreements between the Developer/Operator and the franchisors. The franchise agreements are all in good standing and the Developer/Operator is in full compliance with all of the terms and provisions thereof.

B. The Developer/Operator warrants and represents that it has provided the State with complete and up-do-date copies of all franchise agreements and standards of operations applicable to the Developer/Operator's conduct of existing franchise operations in the Leased Premises and covenants and agrees to timely provide copies of all amendments, modifications or replacements of such materials and all franchise agreements and standards of operations for any future franchises. The State and the Developer/Operator shall negotiate in good faith the portions of such materials relating to financial matters or other proprietary information that may be redacted from the copies provided under this section without adversely affecting the ability of the State to ascertain that the Developer/Operator's operations in the Leased Premises are being conducted in accordance with applicable franchise requirements.

The State only intends to review the portion of such franchise agreements that confirm the Leased Premises are being conducted in accordance with franchise and Contract requirements.

The State will allow letters of intent or approval letters from interested franchisees if franchise agreements cannot be provided.

29.6 Brokerage Commissions

There is no broker or finder or other person who would have any valid claim against the State for a commission, finder's fee or brokerage fee in connection with the

Contract by virtue of any actions taken by the Developer/Operator or any persons acting on its behalf.

29.7 Complete Disclosure

No representation or warranty made by the Developer/Operator in the Contract and no statement made by the Developer/Operator in any proposal to the State or any schedule, exhibit or certificate referred to in the Contract contains any untrue statement of a material fact or omits to state any material fact necessary to make such representation or warranty or any such statement not misleading.

30. TERMINATION

30.1 Termination for Default

30.1.1 In addition to any other Event of Default, any one or more of the following acts or omissions of the Developer/Operator shall constitute an event of default hereunder ("Event of Default"),which may provide the basis for termination if not cured within any applicable cure period:

a. Failure to perform the any of the services identified in the Contract satisfactorily or on schedule;
b. Failure to submit any report required;
c. Failure to perform any other covenant, term or condition of the Contract;
d. Failure to maintain 2/3 space occupancy of concession areas;
e. Failure to maintain Essential Services;
f. Failure to provide adequate replacement Project Staff;
g. Failure to provide an adequate construction Project Work Plan;
h. Failure to pay taxes;
i. Failure to furnish a surety bond

Unless otherwise provided in the Contract, the State agrees to allow the Developer/Operator and each Surety thirty (30) days' notice and opportunity to cure any breach before declaring an Event of Default, If a breach is curable but by its nature cannot be cured within thirty (30) days, as determined by the State acting reasonably, the State agrees not to declare an Event of Default provided that the Developer/Operator commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion; provided, however, that in no event will such cure period exceed ninety (90) days in total. Notwithstanding the foregoing, if the State believes a condition affecting the Service Area poses an immediate and imminent danger to public health or safety, the State may, without notice and without awaiting lapse of any cure period, rectify the condition at the Developer/Operator's reasonable cost, and so long as the State undertakes such action in good faith, even if under a mistaken belief in the occurrence of such default, such action shall not expose the State to liability to

the Developer/operator and shall not entitle the Developer/Operator to any other remedy, it being acknowledged that the State has a paramount public interest in providing and maintaining safe public use of and access to the Rest Areas. The State's good faith determination of the existence of such danger shall be deemed conclusive in the absence of clear and convincing evidence to the contrary.

30.1.2 State's Remedies Upon Event of Default

Upon the occurrence of any Event of Default remaining uncured beyond any applicable grace period by the Developer/Operator (or any party acting on its behalf, such as a Surety or the Leasehold Mortgagee), the State may take any one or more, or all, of the following actions:

- Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

- Take ownership of all facilities and equipment in the Service Areas at no cost to the State and free from all encumbrances except for subleases noted below.

- Procure services that are the subject of the Contract from another source and pay for such replacement services and all administrative costs directly related to the replacement, including but not limited to competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, through the Facility Sustainment and Reinvestment Reserve Fund (Section 17).

- No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.

- Subject to applicable laws and regulations, in no event shall the Developer/Operator be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. Notwithstanding the foregoing, this limitation of liability shall not apply to the Developer/Operator's obligations under Section 24: *Indemnification.*

- It is stipulated and agreed that in the event of the termination of the Contract pursuant to Section 30 hereof, the State shall, notwithstanding any other provisions of the Contract to the contrary, be entitled to recover from the Developer/Operator liquidated damages. Liquidated damages shall be calculated by taking the average annual Rent payable hereunder

for the three Lease Years immediately preceding the termination (or for the entire preceding portion of the term if less than three Lease Years) (the "Average Past Rent") which shall be calculated based upon the average annual Gross Sales and sales of Fuel for the same period (the "Average Annual Sales"), and multiplying the Average Past Rent by the number of years and fraction of a year then constituting the unexpired portion of the term of the Contract. The calculation of liquidated damages shall further assume a one percent (1%) growth for each Lease Year constituting the unexpired portion of the term. The sum so determined shall be referred to herein as the "Developer/Operator Rent". The liquidated damages shall be reduced by any rental value or other monetary consideration received by the State (the "Rental Value") by reason of re-letting all or a portion of the Leased Property during the unexpired portion of the term, it being understood and agreed that the State shall have a duty to use commercially reasonable efforts to mitigate damages by re-letting the Leased Premises. For purposes of the calculation of Liquidated Damages hereunder, the parties agree that the Rental Value shall be determined by taking the Average Annual Sales, determined as set forth above, and determining the rent that would result under the lease or agreements in effect and resulting from a re-letting of the Leased Premises for a term that equals the number of years and fractions of a year that constitute the unexpired term of the Contract. To the extent that the Rental Value so determined is less than the Developer/Operator Rent, then the difference shall be paid by the Developer/Operator as Liquidated Damages, it being stipulated by the parties that actual damages would be difficult or impossible to ascertain with certainty. The State shall be entitled to recover property damages from funds available in the Reserve Account, and any damages in excess of the Reserve Account shall be borne by the Developer/Operator. Nothing herein contained shall limit or prejudice the right of the State to prove and obtain as damages by reason of such termination for physical property damage in excess of the Reserve Account established in Section 17 and insurance not funded by the State; it is understood that to the extent that remediation or correction of physical damage is intended to be paid from the Reserve Account, and any deficiency shall be borne by the Developer/Operator. Nothing in this paragraph shall limit the right of the NHLC to seek damages.

- Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State to the extent permitted by law. This covenant shall survive termination or Contract Conclusion.

- In the event of termination for an Event of Default, the State shall assume the balance of all sub-leases with all sublessees for the balance of the term

of each sublease. The Developer/Operator's subleases shall require that in the Event of Default, the sublessees shall honor the remaining term of the sublease, and the sublessees may request written termination of the sublease with the State. Such termination may be granted by the State and will become effective on a date to be determined by the State.

30.2 Termination Procedure

30.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, shall require the Developer/Operator to deliver to the State any property, including without limitation, all written policies, procedures, manuals, access codes, security information, and the like associated with equipment, operations, and maintenance of the Service Areas, for such part of the Contract as has been terminated.

30.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Developer/Operator shall:

- Stop work under the Contract on the date, and to the extent specified, in the notice;
- Promptly, but in no event longer than thirty (30) days after termination, notify its subcontractors and sublessees of termination. The State shall assume the balance of the subleases as identified in Section 30.1.2;
- Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Developer/Operator and in which State has an interest;
- Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- Provide written Certification to the State that the Developer/Operator has surrendered to the State all said property.

Notwithstanding the foregoing, the provisions of Section 54 shall control at all times that the Premises are subject to a Leasehold Mortgage.

The provisions of this Section 30 shall survive termination of the Contract.

31. DEFAULT OF STATE

If the Developer/Operator finds the State in default, the Developer/Operator shall provide the State with written notice of default, and the State shall remedy the default

within a reasonable period of time. For purposes of this paragraph, the term "reasonable period of time" shall mean thirty (30) days following written notice from the Developer/Operator, provided that if such failure is susceptible to cure but may not be reasonably able to be cured within thirty (30) days, then such failure shall not be deemed a State default so long as the State proceeds diligently during such thirty (30) day period to undertake a cure and thereafter proceeds diligently to cure such failure as soon as is reasonably practicable.

32. HOLDING OVER

In the event the Developer/Operator shall hold over and remain in possession of the Leased Premises, or any part thereof, after the expiration or earlier termination of the Contract, without any renewal or extension thereof, such holding over shall not be deemed to operate as a renewal or extension of the Contract but shall only create a tenancy from month to month which may be terminated at any time by the State. The Rent during such period shall be the Rent last in effect under the Contract plus Rent computed on a monthly basis in the manner provided in Section 9 hereof plus Fuel Rent as defined in Section 9.4.

33. NEGOTIATED AGREEMENT

The Developer/Operator and the State have been represented by independent counsel in entering into the Contract. Each of the parties affirms to the other that it has consulted and discussed the provisions of the Contract with its counsel and fully understands the legal effect of each provision. There shall not be a presumption that the terms of the Contract are to be construed against the party drafting same.

34. TIME IS OF ESSENCE

It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of the Contract.

35. NOTICES

All notices under the Contract shall be served or given only by registered or certified mail, except in cases of emergency, in which case, they shall be confirmed by registered or certified mail, and, if intended for the State shall be addressed to its address stated below, or to such other address as may be designated by the State by written notice to the Developer/Operator:

State of New Hampshire
Department of Transportation, Bureau of Turnpikes,
Turnpike Administrator
36 Hackett Hill Road
Hooksett, NH, 03106
(603) 485-3806

Any notice to the Developer/Operator shall be addressed as follows, or to such other address as may be designated by the Developer/Operator by notice to the State in writing:

Edward J. "Rusty" McLear
Contract Manager
Granite State Hospitality, LLC
312 Daniel Webster Highway
Meredith, NH 03253
Tel: (603) 677-8652
Fax: (603) 279-5665
Email: michelle@millfalls.com

With Copies to:

Jack McCormack
McCormack Law Office
62 Main Street
P.O. Box 720
Ashland, NH 03217
and

Thomas Boudette
Construction Project Manager
Granite State Hospitality, LLC
312 Daniel Webster Highway
Meredith, NH 03253
Tel: (603) 344-9968
Fax: (603) 279-5665
Email: thomasboudette@gmail.com

The Developer/Operator shall provide the State with a current list of all contact information of all lenders required to receive notice under any provision of the Contract. Such list shall be updated any time there is a change to the contact information.

36. FORCE MAJEURE

Neither the Developer/Operator nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, and acts of War, escalation of hostilities, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

37. INTERPRETATION

A. In the event of a conflict between the terms and provisions of the Contract and any of the Attachments hereto, the provisions of Section 2 of the Contract shall control.

B. Any consent, approval or authorization of the State that is required or contemplated in the Contract may be granted, withheld, withdrawn or conditioned in the sole discretion of the State, unless otherwise expressly provided for in the Contract.

C. Any provision of the Contract that calls for the Developer/Operator to provide or be responsible for a particular action, service, product or installation, shall be complied with by the Developer/Operator at the Developer/Operator's sole cost and expense without any right of reimbursement or contribution from the State, unless otherwise expressly provided in the Contract.

38. PARTIAL INVALIDITY

If any term, covenant, condition or provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

39. WAIVER OF BREACH

No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

40. GROUND LEASE CONTRACT MODIFICATIONS

The Contract may be amended only by an instrument in writing signed by the Developer/Operator and the State agencies affected by any such amendment, and only after approval of such amendment by the Long Range Capital Planning Committee, if applicable, and by the Governor and Executive Council of the State of New Hampshire in accordance with the Governor and Executive Council regulations as they may exist from time to time, and by the Leasehold Mortgagee.

41. THIRD PARTIES

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit. Notwithstanding this, the Developer/Operator 's Lender shall be entitled to receive notices of default hereunder and, from time to time, shall be entitled to receive an Estoppel Certificate from the State setting forth the status of any matter pertaining to the Contract, including an acknowledgement that the Developer/Operator is in compliance with the terms of the Contract.

42. HEADINGS

The headings throughout the Ground Lease Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of the Ground Lease Contract.

43. VENUE AND JURISDICTION

Any action on the Ground Lease Contract may only be bought in the State of New Hampshire in accordance with the dispute resolution procedures of the Contract set forth herein.

44. SURVIVAL

The terms, conditions and warranties contained in the Ground Lease Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Ground Lease Contract shall so survive.

45. ENTIRE AGREEMENT

The Ground Lease Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior contracts and understandings pertaining to the Project.

46. CONFLICT OF INTEREST

Except as provided in Section 54 below, the State may terminate the Ground Lease Contract by the giving of thirty (30) days written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Ground Lease Contracts. In the event of such a determination by the State and giving of notice as required hereby, the party so determined to have been in violation as set forth herein shall be entitled to withdraw or convey his, her or its equity interest in the Developer/Operator, or place same in an irrevocable trust over which such party has no control. Any of such actions shall be deemed to have cured such default.

In the event the Ground Lease Contract is terminated as provided above pursuant to a violation by the Developer/Operator, the State shall be entitled to pursue the same remedies against the Developer/Operator as it could pursue in the Event of a Default of the Ground Lease Contract by the Developer/Operator.

47. CHANGE OF OWNERSHIP

The Developer/Operator may not assign or transfer the Contract, or its rights and obligations hereunder, in whole or in part, to any party, and the Leasehold Mortgagee shall not approve a New Developer/Operator under Section 54 of the Contract, without the prior written consent of the State, which shall not be unreasonably withheld, conditioned or delayed, and provided further that the State shall, within thirty (30) days of request therefore, accept a proposed New Developer/Operator having (i) the same or better financial strength as the Developer/Operator then existing under the Contract (with the financial strength of the then existing Developer/Operator to be based upon the financial strength of such Developer/Operator as of the date such Developer/Operator was originally approved by the State); (ii) the same or better experience operating facilities reasonably equivalent to the Service Areas as the Developer/Operator then existing under the Contract; (iii) the same or better civil and criminal record as the Developer/Operator then existing under the Contract; and (iv) is not on any active debarment list in any state. For purposes hereof, a transfer of a membership interest or stock by operation of testate or intestate succession, or pursuant to operation of law arising by a trust instrument acting as a testamentary substitute, shall not require the prior approval or consent of the State. Likewise, a transfer from a Leasehold Mortgagee to itself or a conveyance or transfer in lieu of foreclosure from the Developer/Operator to such Leasehold Mortgagee shall not require prior approval. A transfer of a membership interest or stock in the Developer/Operator to a trust formed as a testamentary substitute for the benefit of the family members of Alexander Ray or Edward McLear shall not require prior approval of the State. A transfer or assignment of the interest of the Developer/Operator to any parent, subsidiary, or affiliate of the Developer/Operator shall not require the prior approval or consent of the State. Likewise the creation of a class or members or shareholders in the Developer/Operator that is Class B non-voting in nature shall not require the prior approval of the State.

For purposes of this instrument, the following shall be deemed assignments or transfers requiring prior approval: (1) any conveyance or transfer from a Leasehold Mortgagee to a third party following a default by the Developer/Operator; (2) any transfer or assignment of 49% or more of the membership interest in the Developer/Operator (3) any transfer or assignment of ~~25%~~ 49% or more of the beneficial interest in any trust which holds a membership interest in the Developer/Operator other than to a family member as a testamentary substitute; and (4) the sale, transfer or assignment of all or substantially all of the interest and assets of the Developer/Operator hereunder.

48. TITLE TO PROPERTY

(a) Subject to the provisions of the Contract which provide that certain leasehold improvements are to be owned by the Developer/Operator during the Term of the Contract, and except as otherwise provided in subsection (b) below, for all real property at each Service Area, including all land, buildings, structures, and improvements situated thereon, together with all building materials purchased for inclusion therein, except the Fuel Service Equipment, and all Plans and Specifications, are and will at all times during and after the Term, be owned absolutely by the State without further act or deed on the part of any Person, free and clear of any liens, encumbrances or security interests. To avoid doubt, the Contract grants to the Developer/Operator the exclusive right to use, operate, and manage the Leased Premises and construct and own certain improvements thereon and, except as otherwise expressly provided in subsection (b) below, shall not be interpreted to convey to or allow to exist in favor of any sublessee any further rights with respect to, or any title, estate or other interest in and to, any of the aforesaid property. In furtherance of, but without limiting the foregoing, the Developer/Operator hereby conveys, assigns, transfers and sets over to the State, and covenants and agrees to require each sublessee pursuant to each sublease to convey, assign, transfer and set over to the State, any and all such right, title, estate or interest in any such property that is to be owned by the State pursuant to the terms of the Contract.

(b) All machinery, equipment, leasehold improvements and buildings constructed or erected by the Developer/Operator, all furniture now or hereafter located at or affixed to the Leased Premises or otherwise used or usable in connection therewith, all Equipment and Fixtures, Fuel Service Equipment, all contract rights, general intangibles and other tangible and intangible property or rights used on or at the Leased Premises is and shall remain the property of the Developer/Operator or the appropriate sublessee at all times during the Term of the Contract. At the expiration of the Term all such property permanently affixed to the buildings, structures and improvements on the Leased Premises and, except as provided in subsection (c) below, all Equipment and Fixtures of the Developer/Operator and all Equipment and Fixtures of each sublessee permanently affixed to the buildings, structures and improvements on the Leased Premises shall be owned by the State except for the Fuel Service Equipment, together with all warranties related thereto (other than, for the avoidance of doubt, any information technology systems and any software and related intellectual property related thereto).

(c) Notwithstanding anything to the contrary, the Developer/Operator and each applicable sublessee shall retain ownership of and be entitled to remove (i) Equipment and Fixtures on which there is trade dress or trademarked or proprietary information and/or symbols, or is otherwise subject to trade secret protection regardless of whether the same are generally visible from the I-93 Service Areas under the Contract to consumers on the Leased Premises, (ii) all brand name signage

panels located on fixtures, and (iii) certain minor Equipment and Fixtures or expendables for which ownership and removal has been approved by the State, in writing. The State agrees, upon the request of the Developer/Operator, to execute and deliver such documents and instruments, as the Developer/Operator shall reasonably request to evidence or confirm the Developer/Operator's or each applicable sublessee's ownership interest in any such Equipment and Fixtures or portions thereof.

49. RELATIONS TO THE STATE

In the performance of the Ground Lease Contract, the Developer/Operator is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Developer/Operator nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

50. CONFIDENTIAL INFORMATION

50.1 In performing its obligations under the Ground Lease Contract, the Developer/Operator may gain access to confidential information of the State ("Confidential Information"). Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the Developer/Operator, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the State. The Developer/Operator shall not use or disclose such information, except as is directly connected to and necessary for the Developer/Operator's performance under the Contract or any Leasehold Mortgagee.

50.2 The Developer/Operator agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all Confidential Information of the State that becomes available to the Developer/Operator in connection with its performance under the Ground Lease Contract, regardless of its form. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

50.3 Any disclosure of the State's Confidential Information shall require prior written approval of the State, which approval, if requested in connection with the

Developer/Operator's financing, shall not be unreasonably withheld, conditioned, or delayed. The Developer/Operator shall immediately notify the State if any request, subpoena or other legal process is served upon the Developer/Operator regarding the State's Confidential Information, and the Developer/Operator shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

50.4 In the event of unauthorized use or disclosure of the State's Confidential Information, the Developer/Operator shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

50.5 Insofar as the Developer/Operator seeks to maintain the confidentiality of its confidential or proprietary information, the Developer/Operator must clearly identify in writing the information it claims to be confidential or proprietary. The Developer/Operator acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Developer/Operator as confidential, the State shall notify the Developer/Operator and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Developer/Operator's sole responsibility and at the Developer/Operator's sole expense. If the Developer/Operator fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Developer/Operator without any State liability to the Developer/Operator.

50.6 The provisions of this Section 50 shall survive termination of the Contract.

51. SURVIVAL OF CERTAIN PROVISIONS

Except as otherwise set forth herein, upon termination or expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party; provided, however, that the following provisions shall survive the termination or expiration of the Contract except as otherwise provided herein:

(a) any and all indemnity and payment and Remediation obligations of the Developer/Operator arising hereunder and under applicable Legal Requirements.
(b) the State's remedies following an Event of Default and the Developer/Operator's remedies following a breach by the State,

(c) any other provisions hereof which expressly provide that such provision survives the expiration or earlier termination of the Contract.

52. VACATING UPON EXPIRATION OR TERMINATION

The Developer/Operator shall peaceably vacate the Leased Premises at the expiration of the Term or termination of the Contract. The Developer/Operator shall be fully and solely responsible for complying with any and all applicable Legal Requirements relating to the closing of its operations at the Service Areas and otherwise with respect to employees. Without limiting the generality of the foregoing, the Developer/Operator shall timely provide all required notices and information required under applicable Legal Requirements to Employees and the Developer/Operator shall be and remain solely responsible for all salary, benefits, fines and penalties owed on account of any compliance or non-compliance by the Developer/Operator with such Legal Requirements. In addition, at the expiration of the Term or termination of the Contract, the Developer/Operator shall terminate or assign all of its contractual agreements with vendors providing goods and/or services to the Service Areas (including all subleases) and shall be solely responsible for all amounts owed under or on account of such agreements up to the time of termination or assignment (including any early termination penalties). No such failure by the Developer/Operator to comply with any of its obligations under this Section shall extend the Term hereof. Without limiting the foregoing, the Developer/Operator hereby makes such termination or assignment effective as of such expiration or termination.

53. TRANSITION TO NEW PERSON

In connection with any transition in operation of the Leased Premises from the Developer/Operator to a new Person or Persons, the Developer/Operator shall, both prior to and for a period of one (1) year following termination or expiration of the Term, cooperate reasonably with such new operator and the State to ensure an orderly transition of comparable services at the Service Areas by such new operator, at no cost or expense to the Developer/Operator. Such cooperation (where applicable) shall include each of the following:

(a) The Developer/Operator shall provide the State and such new operator with access to the Leased Premises at reasonable times upon reasonable advance notice.

(b) The Developer/Operator, together with the State and new operator, shall jointly catalogue all fixtures and equipment and fuel service equipment. If the State desires to purchase any item owned by the Developer/Operator or any sublessee, the State shall have a right of first refusal on such purchase. If the Developer/Operator does not remove any item(s) for which ownership and removal has been approved by the State within ten (10) days from termination or expiration of the Contract, such item(s) shall

be deemed to have been abandoned, and either may be retained by the State as its sole property (without the execution of any further instrument and without payment of any money or other consideration therefor) or may be disposed of in such manner as the State may see fit. Upon the request of the State, the Developer/Operator agrees, and agrees to require any sublessee, to execute and deliver such documents and instruments as the State shall reasonably request to evidence or confirm the State's ownership interest (as set forth herein) in any portion or all of the improvements or fixtures and equipment affixed to the improvements.

(c) The Developer/Operator shall furnish to the State or new operator a list of those employees that are involved in providing the services required by the Contract, including their job titles and length of employment with the Developer/Operator and salaries, waive any contractual arrangement, including non-competition agreements, made with such employees to the extent practicable and not prohibited by law, and allow the State and/or such new operator to interview such employees for new employment positions (without any obligation on their part to hire same for any position).

(d) The Developer/Operator shall either terminate or assign all of its contractual agreements with vendors providing goods and/or services to the Service Areas (including all Subcontracts). If such agreements are terminated, the Developer/Operator shall furnish to the State or new operator the names, telephone numbers and account numbers of all vendors providing goods and/or services to the Service Areas (including utilities, cleaning, garbage disposal and the like).

(e) In the event that the Developer/Operator shall fail to cooperate with the State or such new operator as aforesaid, then the State shall so notify the Developer/Operator in writing (which notice shall include a reasonably detailed explanation of the State's basis for the Developer/Operator's noncompliance). In the event that the Developer/Operator shall fail to cure such non-compliance within thirty (30) days following receipt of such notice, the Developer/Operator shall pay to the State upon demand, as Additional Payment, all of the State's damages, costs and expenses arising from such breach; provided that nothing herein shall obligate the Developer/Operator to incur any cost or expense with respect to the cooperation set forth in this Section53.

54. LEASEHOLD MORTGAGES

54.1 Definitions

The following words and phrases, wherever used in the Contract, shall have the meanings set forth below.

"Bankruptcy Termination Option" means the Developer/Operator's right to treat the Contract as terminated under 11 U.S.C.A. § 365or any comparable provision of law.

"Developer/Operator Default" means any default or breach by the Developer/Operator under the Contract.

"Developer/Operator Default Notice" means the State's Notice of a Developer/Operator Default, which notice shall describe such Developer/Operator Default in reasonable detail.

"Fee Estate" means the State's fee interest in the Premises, including the State's reversionary interest, all subject to the Contract.

"Foreclosure Event" means any: (a) foreclosure sale, trustee's sale, assignment of the Contract in lieu of foreclosure, sale under 11 U.S.C.A. §363, or similar transfer affecting the Contract or (b) the Leasehold Mortgagee's exercise of any other right or remedy under a Leasehold Mortgage or applicable law as a result of which the Developer/Operator is divested of its interest in the Contract.

"Including" shall mean, as the context requires, the phrases "including without limitation" and "including, but not limited to."

"Incurable Developer/Operator Default" means any Developer/Operator Default that the Leasehold Mortgagee or New Developer/Operator cannot reasonably cure.

"Lease Impairment" means the Developer/Operator's: (a) canceling, modifying, surrendering, or terminating the Contract, including upon a Loss; (b) waiving any term of the Contract; (c) subordinating the Contract to any other estate or interest in the Premises; or (d) exercising a Bankruptcy Termination Option.

"Lease Termination Notice" means a notice stating that the Contract has terminated, and describing in reasonable detail all uncured Developer/Operator Defaults.

"Leasehold Mortgage" means a mortgage, deed of trust, collateral assignment, or other lien (as modified from time to time) encumbering the Contract and the Developer/Operator's rights under the Contract, including the Developer/Operator's leasehold interest.

"Leasehold Mortgagee" means a holder of a Leasehold Mortgage and its successors and assigns, provided that: (a) it is not an Affiliate of the

Developer/Operator; and (b) the State has received notice of its name and address and a copy of its Leasehold Mortgage.

"Loss" means any casualty or condemnation affecting the Premises.

"Loss Proceeds" means any insurance proceeds or condemnation award paid or payable for a Loss.

"New Lease" means a new lease of the Premises (as amended from time to time in compliance with its terms) and related customary documents such as a memorandum of lease and a deed of improvements. Any New Lease shall: (a) be on the same terms, and have the same priority, as the Contract; (b) commence immediately after the Contract has terminated; (c) continue for the entire remaining term of the Contract, as it existed before termination; (d) give the New Developer/Operator the same rights to improvements that the Developer/Operator had under the Contract; and (e) require the New Developer/Operator to cure, with reasonable diligence and continuity, and within a reasonable time, all Developer/Operator Defaults (except Incurable Developer/Operator Defaults) not previously cured or waived, but in no event shall such opportunity to cure exceed sixty (60) days from the date the New Developer/Operator assumes control of the Leased Premises, unless extended in writing by the State. Such extension will not be unreasonably withheld, conditioned or delayed so long as such New Developer/Operator proceeds with reasonable diligence.

"New Developer/Operator" means the Leasehold Mortgagee or its designee or nominee, and any of their successors and assigns.

"Premises" means the land described in Exhibit A attached hereto, as improved by the Developer/Operator.

"Remaining Premises" means any Premises that the State continues to own after a Total Loss.

"Termination Option Loss" means any (a) Loss that occurs during the last one hundred twenty (120) months of the Term; (b) condemnation that affects all or substantially all the Premises; (c) partial condemnation after which the Developer/Operator cannot reasonably restore the Remaining Premises for use for its previous purpose; (d) Loss that would cost more than Five Million Dollars ($5,000,000) (beyond available Loss Proceeds) to restore; or (e) Loss that affects more than Fifty Percent (50%) of the area of a Service Area building excluding the NHLC liquor store portion of such building. The Developer/Operator, acting reasonably, shall determine whether a "Termination Option Loss" has occurred has occurred under clause "c" or clause "d," or clause "e,", but the Developer/Operator's determination that such a "Termination Option Loss" has occurred shall not be

effective without the Leasehold Mortgagee's consent, which will not be unreasonably withheld, conditioned or delayed.

54.2 Leasehold Mortgages

Without the State's consent, from time to time, but subject to all other terms of this Contract not inconsistent with this Section 54.2: (a) provided that any Event of Default has been, or simultaneously is, cured, the Developer/Operator may grant Leasehold Mortgage(s); (b) a Leasehold Mortgagee may initiate and complete any Foreclosure Event; (c) in connection with any Foreclosure Event a Leasehold Mortgagee may assign this Contract to such Leasehold Mortgagee and appoint a receiver to operate the Leased Premises, such receiver to be subject to the prior approval of the State, such approval to be provided or denied within seven (7) days of request therefor and not to be unreasonably withheld or conditioned; and (d) subject to the provisions of Section 47, above, any New Developer/Operator through a Foreclosure Event, and its successors and assigns, may assign this Contract.

54.3 Fee Mortgages

Every Fee Mortgage (if any) shall be, and shall state that it is, subject and subordinate to the Contract and any New Lease. Any Leasehold Mortgage shall attach solely to the Developer/Operator's leasehold estate under the Contract. Any Foreclosure Event under a Leasehold Mortgage shall: (a) transfer only the Developer/Operator's interest in the Contract; and (b) not impair any estate or rights under any Fee Mortgage.

54.4 Lease Impairments

Any Lease Impairment made without the Leasehold Mortgagee's consent shall be null, void, and of no force or effect, and not bind the Leasehold Mortgagee or the New Developer/Operator, but such consent shall not be unreasonably withheld, conditioned or delayed.

54.5 Notices

No notice that the State gives the Developer/Operator shall be effective unless the State has given a copy of it to the Leasehold Mortgagee at such address as provided by the Developer/Operator or the Leasehold Mortgagee. If any Developer/Operator Default occurs for which the State intends to exercise any remedies, the State shall promptly give the Leasehold Mortgagee a copy of such Developer/Operator Default Notice.

54.6 Opportunity to Cure

The Leasehold Mortgagee shall have an opportunity to cure any Developer/Operator Default at any time until sixty (60) days after both: (a) the Developer/Operator and the Leasehold Mortgagee have received the Developer/Operator Default Notice; and (b) the Developer/Operator's cure period for the Developer/Operator Default has expired or from the date the Developer/Operator provides notice it does not intend to cure, whichever is sooner. If the Leasehold Mortgagee cannot reasonably cure the Developer/Operator Default within such period, the Leasehold Mortgagee may request from the State such further time as it shall reasonably need so long as it proceeds with reasonable diligence to cure. Such extension will not be unreasonably withheld, conditioned or delayed so long as the Leasehold Mortgagee proceeds with reasonable diligence. If the Leasehold Mortgagee cannot reasonably cure the Developer/Operator Default without possession of the Premises, or in the event of an Incurable Developer/Operator Default, the Leasehold Mortgagee shall be entitled to such additional time as it shall reasonably need to consummate a Foreclosure Event and obtain such possession, provided the Leasehold Mortgagee timely exercises its cure rights for all other Developer/Operator Defaults. If the Leasehold Mortgagee consummates a Foreclosure Event, the State shall waive all Incurable Developer/Operator Defaults against the Leasehold Mortgagee or, if applicable, the New Developer/Operator.

54.7 Cure Rights Implementation

At any time when the Leasehold Mortgagee's cure rights have not expired, and as long as the Leasehold Mortgagee is making reasonable efforts to cure, the State shall do nothing to terminate the Contract or accelerate any Rent, or otherwise interfere with the Developer/Operator's or the Leasehold Mortgagee's possession and quiet enjoyment of the Premises. The Leasehold Mortgagee may at its option enter the Premises to seek to cure a Developer/Operator Default. This right or its exercise shall not be deemed to give the Leasehold Mortgagee possession of the Premises. The Leasehold Mortgagee need not cure any the Developer/Operator Default arising from any lien or encumbrance that attaches solely to the Contract (and not to the Fee Estate) but is junior to its Leasehold Mortgage, provided that the Leasehold Mortgagee endeavors with reasonable diligence to consummate a Foreclosure Event.

54.8 New Lease

If the Contract terminates for any reason (except with the Leasehold Mortgagee's consent or because of a Total Loss), even if the Leasehold Mortgagee failed to timely exercise its cure rights for a Developer/Operator Default, then the State shall promptly give the Leasehold Mortgagee a Lease Termination Notice. Upon the Leasehold Mortgagee's request to enter into a New Lease, the State's review of the request shall be the same as described under Section 47 of the Contract for a change

of ownership. Any such request must be made, if at all, at any time before the day that is ninety (90) days after the Leasehold Mortgagee has received the State's Lease Termination Notice. Unless waived at the State's sole discretion, any New Lease shall be subject to the conditions that the New Developer/Operator shall (in accordance with the Lease Termination Notice): (a) cure all remaining uncured Developer/Operator Defaults that the New Developer/Operator can then reasonably cure; and (b) pay the State's reasonable costs and expenses (including reasonable attorneys' fees and expenses) in terminating the Contract, recovering the Premises, and entering into the New Lease. The New Developer/Operator need not cure any Incurable Developer/Operator Default.

54.9 New Lease Implementation

If the Leasehold Mortgagee timely requests a New Lease in conformity with the conditions and requirements of the Contract, then from termination of the Contract until execution and delivery of a New Lease: (a) the New Developer/Operator shall comply with all terms and conditions of the Contract, including but not limited to Rent; (b) the New Developer/Operator shall be entitled to all net income of the Premises; and (c) the State shall not terminate any subleases except for a sublessee's default, or enter into any lease affecting any of the Premises except with the New Developer/Operator. When the parties sign a New Lease, the State shall cooperate with the New Developer/Operator to transfer to the New Developer/Operator all subleases (including any security deposits the State held), service contracts, and operations of the Premises. The State shall cause every Fee Mortgagee (if any) to unconditionally subordinate to any New Lease.

54.10 Developer/Operator's Rights Under Lease

The Leasehold Mortgagee may exercise any or all of the Developer/Operator's rights under the Contract. So long as the Leasehold Mortgagee's cure rights under the Contract have not expired, the Leasehold Mortgagee may exercise any such rights even if the Developer/Operator is in default under the Contract, notwithstanding anything to the contrary in the Contract. The Developer/Operator irrevocably assigns to the Leasehold Mortgagee, to the exclusion of the Developer/Operator and any other person, any right to exercise any Bankruptcy Termination Option.

54.11 Certain Proceedings

If the State or the Developer/Operator initiates any appraisal, arbitration, litigation, or other dispute resolution proceeding affecting the Contract, then the parties shall simultaneously notify the Leasehold Mortgagee. The Leasehold Mortgagee may participate in such proceedings on the Developer/Operator's behalf, or exercise any or all of the Developer/Operator's rights in such proceedings. At the Leasehold Mortgagee's option, any actions of the Leasehold Mortgagee under the preceding

sentence shall be to the exclusion of the Developer/Operator. Any settlement shall not be effective without the Leasehold Mortgagee's consent.

54.12 No Merger

If the Contract and the Fee Estate are ever commonly held, they shall remain separate and distinct estates (and not merge) without consent by the Leasehold Mortgagee and Fee Mortgagee (if any).

54.13 No Personal Liability

No Leasehold Mortgagee or New Developer/Operator shall have any liability under this Ground Lease Contract beyond its interest in the Contract, even if it becomes the Developer/Operator. Any such liability shall: (a) not extend to any Developer/Operator Defaults that occurred before such Developer/Operator took title to the Contract (or a New Lease), except any identified in a Developer/Operator Default Notice or Lease Termination Notice; and (b) terminate if and when any such Developer/Operator assigns (and the assignee assumes) or abandons the Contract (or a New Lease). Once the Leasehold Mortgagee or New Developer/Operator become the Developer/Operator under the Contract, it will assume all duties and liabilities under the Contract from that date forward.

54.14 Multiple Leasehold Mortgagees

If at any time the Developer/Operator has identified multiple simultaneous Leasehold Mortgagees: (a) any consent by or notice to Leasehold Mortgagee refers to all the Leasehold Mortgagees; (b) except under clause "a," the most senior Leasehold Mortgagee may exercise all rights of the Leasehold Mortgagee(s), to the exclusion of junior Leasehold Mortgagee(s); (c) to the extent that the most senior Leasehold Mortgagee declines to do so, any one other Leasehold Mortgagee may exercise those rights, in order of priority, and (d) if the Leasehold Mortgagees do not agree on priorities, a written determination of priority issued by a title insurance company licensed in the State shall govern.

54.15 Further Assurances

Upon request from the Developer/Operator or any Leasehold Mortgagee (prospective or current), the State shall promptly and in writing, under documentation reasonably satisfactory to the State and the requesting party: (a) certify that the Contract is in full force and effect, whether it is subject to any Lease Impairment, that to the State's knowledge no Developer/Operator Default exists, the date through which Rent has been paid, and such other similar matters as may be reasonably requested, all subject to any then exceptions reasonably specified in such certificate; (b) agree directly with the Leasehold Mortgagee that it may exercise against the State all of the Leasehold

Mortgagee's rights and liabilities going forward under the Contract; (c) acknowledge any sublessee's nondisturbance and recognition rights (provided sublessee joins in such agreement); and (d) provided that the Developer/Operator reimburses the State's reasonable attorneys' fees and expenses, enter into any modification of the Contract that any current or prospective Leasehold Mortgagee requests, if, in the State's sole discretion, it does not adversely affect the State in any material respect or reduce any payment the Contract requires.

54.16 Miscellaneous

Notwithstanding anything to the contrary in the Contract, the Leasehold Mortgagee: (a) may exercise its rights through an affiliate assignee, designee, nominee, subsidiary, or other Person, acting in its own name or in the Leasehold Mortgagee's name (and anyone so acting shall automatically have the same protections, rights, and limitations of liability as the Leasehold Mortgagee); (b) shall never be obligated to cure any Developer/Operator Default; (c) may abandon such cure at any time with notice to the State, and (d) may withhold its consent or approval for any reason or no reason, except where the Contract states otherwise. Any such consent or approval must be written. To the extent any Mortgagee's rights under the Contract apply after the Contract terminates, they shall survive.

55. CHOICE OF LAW

This Ground Lease Contract is to be construed according to the Laws of the State of New Hampshire.

(Signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be affixed hereto and duly attested and executed by their duly authorized officers, as to the date and year first above written.

STATE OF NEW HAMPSHIRE, Lessor

By: _____
Christopher D. Clement, Commissioner

ATTEST: _____

Granite State Hospitality, LLC, Lessee

By: _____
E J. McKenna

ATTEST: Daphne L Mansfield

The New Hampshire Liquor Commission, by its execution hereof, joins in the within Contract for purposes of being benefitted and bound to the terms and conditions that apply to the NHLC and the liquor stores.

NEW HAMPSHIRE LIQUOR COMMISSION,

By: _____
Joseph W. Mollica, Chairman

By: _____
Michael R. Milligan, Commissioner

ATTEST: _____

The New Hampshire Department of Resources and Economic Development, by its execution hereof, joins in the within Contract for purposes of being benefitted and bound to the terms and conditions that apply to the NHDRED.

NEW HAMPSHIRE DEPARTMENT OF
RESOURCES AND ECONOMIC DEVELOPMENT,

By: _____
Jeffrey J. Rose, Commissioner

ATTEST: _____

EXHIBIT A – DESCRIPTION OF LEGAL PROPERTY

State NH DOT-

EXHIBIT A

DocN: 766079
Book: 3203 Pages:0336 - 0338
07/13/2010 11:29AM

MCRD Book 3203 Page 336

B/18/44/2

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, The New Hampshire State Liquor Commission, whose mailing address is PO Box 503, 50 Storrs Street, Concord, New Hampshire 03302-0503, by the New Hampshire State Liquor Commission, pursuant to Special Session House Bill 1 (2010) for consideration paid, to it in hand before the delivery hereof, well and truly paid by The State of New Hampshire, Department of Transportation, Bureau of Turnpikes, whose address is PO Box 2950, Concord, New Hampshire 03302-2950, (36 Hackett Hill Road, Hooksett, New Hampshire), has remised, released, and forever QUITCLAIMED, and by these presents, does remise, release, and forever quitclaim unto said The State of New Hampshire, Department of Transportation, its successors and assigns forever.

Certain parcels of land situated on the East and West sides of the F.E. Everett Turnpike (I-93), as now travelled, and shown on Parcel Disposition Plan, F.E. Everett Turnpike – I-93 & NH Route 3A – West River Road, Merrimack County, Hooksett & Bow, NH for the State of New Hampshire, 1"=100', June 22, 2010 by Norway Plains Associates, Inc., on file in the records of the New Hampshire Department of Transportation, and to be recorded in the Merrimack County Registry of Deeds; bounded and described as follows:

Tract 1: "South Bound" Parcel, Tax Map/Lot 5-118 (Hooksett), Tax Map/Lot 44-2-134-D (Bow)

Beginning at a NH Highway Department (NHHD) concrete bound on the Westerly side of the F.E. Everett Turnpike/I-93, as now travelled, said point being the Northerly corner of land now or formerly of Croteau Living Trust and the Southeasterly corner of the tract herein described; thence turning and running along land of Croteau Living Trust S 70°04'37" W a distance of two hundred forty-three and twenty-two hundredths (243.22) feet to a NHHD concrete bound at the Northeasterly side of Springer Road; as now travelled, thence turning and running along the end of Springer Road, as now travelled, S 70°40'30" W a distance of forty-nine and ninety-three hundredths (49.93) feet to a NHHD concrete bound on the Southwesterly side of Springer Road, as now travelled, at land now or formerly of Anthony J. Acorace and Paula Acorace; thence turning and running along land of Acorace N 88°53'28" W a distance of one hundred fourteen and thirty-five hundredths (114.35) feet to a NHHD concrete bound; thence turning and continuing along land of Acorace N 20°33'43" W a distance of eight hundred one and eighty-six hundredths (801.86) feet to a point on the Hooksett/Bow Town Line which is located S 20°33'43" E a distance of two and fifty-eight hundredths (2.58) feet from a NHHD concrete bound at land now or formerly of Andrew Taylor and Ellen Taylor; thence turning and running along land of Taylor and following the Hooksett/Bow Town Line N 35°35'07" E a distance of two hundred forty-two and fifty-four hundredths (242.54) feet to a 4"x 4" granite bound at other land of the State of New Hampshire; thence turning and running along other land of the State of New Hampshire N 35°35'07" E a distance of seven and forty hundredths (7.40) feet; thence turning and continuing along other land of the State of New Hampshire N 04°53'14" E a distance of two hundred and twelve and eighteen hundredths (212.18) feet to a NHHD concrete bound; thence turning and continuing along other land of the State of New Hampshire N 10°34'15" W a distance of two hundred ninety-one and thirty-nine hundredths (291.39) feet to a NHHD concrete bound at land now or formerly of Bow Highlands LLC; thence turning and running along land of Bow Highlands LLC N 69°43'12" E a distance of forty-nine and eighty-six hundredths (49.86) feet to a NHHD concrete bound at the Westerly side of F.E. Everett Turnpike/I-93; as now travelled, thence turning and running along the Westerly side of the F.E. Everett Turnpike/I-93, as now travelled, S 20°34'57" E a distance of one thousand four hundred nineteen and sixteen hundredths (1,419.16) feet to a point of curvature; thence turning and continuing along the F.E. Everett Turnpike/I-93, as now travelled, and running on the arc of a curve to the right with a radius of three thousand six hundred fifty-nine and seventy-nine hundredths (3659.79) feet, with an arc length of forty-six and twenty-seven hundredths (46.27) feet to a NHHD concrete bound at the point of beginning.

Containing four hundred twenty-six thousand, three hundred fourteen (426,314) square feet or nine and seventy-nine hundredths (9.79) acres, more or less, which includes three hundred eighty-nine

LT1-2-766079-1

LT2-3203-336-3

thousand seventy-six (389,076) square feet or eight and ninety-three hundredths (8.93) acres located in Hooksett and thirty-seven thousand two hundred thirty-eight (37,238) square feet or eighty-five hundredths (0.85) of an acre located in Bow and being all that real estate recorded January 3, 1978, at the Merrimack County Registry of Deeds, in Book 1312, Page 14 and a portion of the real estate recorded December 2, 1977, at said Registry, in Book 1310, Page 298.

Excepting and reserving to the New Hampshire State Liquor Commission a sixteen thousand (16,000) square foot pad site for building purposes along with the rights of access and parking for patrons and employees. The exact location of the sixteen thousand (16,000) square foot pad site may be amended by mutual written agreement between the New Hampshire State Liquor Commission and the New Hampshire State Department of Transportation.

Tract 2: "North Bound" Parcel, Tax Map/Lot 5-1 (Hooksett)

Beginning at a New Hampshire Highway Department (NHHD) concrete bound located on the Westerly side of West River Road/NH Route 3A, as now travelled, said point being the Southeasterly corner of the tract herein described, at land now or formerly of Cambridge Valve & Fitting, Inc.; thence turning and running along land of Cambridge Valve & Fitting, Inc. S 69°27'25" W a distance of one hundred nine and ninety-six hundredths (109.96) feet to a NHHD concrete bound; thence turning and continuing along land of Cambridge Valve & Fitting, Inc. S 42°32'39" W a distance of one hundred thirty-four and fifty-three hundredths (134.53) feet to a NHHD concrete bound at other land of the State of New Hampshire; thence turning and running along other land of the State of New Hampshire S 42°32'39" W a distance of one hundred twelve and six hundredths (112.06) feet to a point on the Easterly side of the F.E. Everett Turnpike/I-93; as now travelled, thence turning and running along the Easterly side of the F.E. Everett Turnpike/ I-93, as now travelled, N 20°34'57" W a distance of one thousand sixty-two and ten hundredths (1,062.10) feet to a NHHD concrete bound; thence continuing along the F.E. Everett Turnpike/ I-93, as now travelled, N 20°34'57" W a distance of thirty-eight and thirty-eight hundredths (38.38) feet to the Hooksett and Bow Town Line, said point being located S 20°34'57" E a distance of eighty-six and sixty-four hundredths (86.64) feet from a NHHD concrete bound; thence running along the Town Line and other land of the State of New Hampshire N 35°35'07" E a distance of two hundred twenty-five and twenty-five hundredths (225.25) feet to a point at land of The Bow/Route 3A Realty Trust; thence turning and continuing along land of The Bow/Route 3A Realty Trust S 16°27'33" E a distance of forty-one and five hundredths (41.05) feet to a 4"x 4" granite bound; thence turning and continuing along land of The Bow/Route 3A Realty Trust N 78°15'54" E a distance of eighteen and twenty-nine hundredths (18.29) feet to a NHHD concrete bound; thence turning and continuing along land of The Bow/Route 3A Realty Trust N 78°39'48" E a distance of two hundred forty and seventy-three hundredths (240.73) feet to a NHHD concrete bound on the Westerly side of West River Road/NH Route 3A; as now travelled, thence turning and running along West River Road/NH Route 3A, as now travelled, S 10°31'27" E a distance of seven hundred nineteen and fifty-two hundredths (719.52) feet to a point of curvature; thence turning and continuing along West River Road/NH Route 3A, as now travelled, and running on the arc of a curve to the left with a radius of one thousand one hundred forty-nine and forty-three hundredths (1,149.43) feet, with an arc length of three hundred forty-one and sixty-nine hundredths (341.69) feet to the point of beginning.

Containing four hundred fifteen thousand four hundred eighty-four (415,484) square feet or nine and fifty-four hundredths (9.54) acres, more or less and being that real estate recorded January 3, 1978, at the Merrimack County Registry of Deeds in Book 1312, Page 17, and a portion of that real estate recorded March 17, 1978, at said Registry, in Book 1315, Page 575.

The parcel is subject to an easement to Public Service Company of New Hampshire as shown on the above referenced plan.

Excepting and reserving to the New Hampshire State Liquor Commission a sixteen thousand (16,000) square foot pad site for building purposes along with the rights of access and parking for patrons and employees. The exact location of the sixteen thousand (16,000) square foot pad site may be amended

by mutual written agreement between the New Hampshire State Liquor Commission and the New Hampshire State Department of Transportation.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereunto belonging to the said Grantee, and its successors and assigns forever:

IN WITNESS WHEREOF The New Hampshire State Liquor Commission has caused its name to be set and its seal to be hereunto affixed by the Commissioners of the New Hampshire State Liquor Commission, duly authorized and executed this 7th, day of July, in the year of our Lord, 2010.

Signed, Sealed and Delivered
in the presence of:

NEW HAMPSHIRE STATE LIQUOR COMMISSION

Joseph W. Mollica, Commissioner
New Hampshire State Liquor Commission

STATE OF NEW HAMPSHIRE, SS. A. D., 2010

On this 7th day of July, 2010, before me, Anne E. Bogart, the undersigned officer, personally appeared Joseph W. Mollica, Commissioner, New Hampshire State Liquor Commission, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the New Hampshire State Liquor Commission.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Notary Public/~~Justice of the Peace~~
My Commission Expires: 3-20-2013

Signed, Sealed and Delivered
in the presence of:

NEW HAMPSHIRE STATE LIQUOR COMMISSION

Earl M. Sweeney, Acting Commissioner
New Hampshire State Liquor Commission

STATE OF NEW HAMPSHIRE, SS. A. D., 2010

On this 7th day of July, 2010, before me, Anne E. Bogart, the undersigned officer, personally appeared Earl M. Sweeney, Acting Commissioner, New Hampshire State Liquor Commission, and that as such Acting Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the New Hampshire State Liquor Commission

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Notary Public/~~Justice of the Peace~~
My Commission Expires: 3-20-2013

MERRIMACK COUNTY RECORDS
Kathi L. Guay, CPO, Register

Doc#: 823422
Book: 3344 Pages: 1645 - 1646
10/16/2012 2:43PM

MCRD Book 3344 Page 1645

STATE OF NH DOT
P.O Box 483
Concord NH. 03302

D/45
14 3/
2

WARRANTY DEED

THAT C V & F, Inc., a Massachusetts Corporation, formerly known as Cambridge Valve and Fitting Inc., with an address of 50 Manning Road, Billerica 01821, County of Middlesex, Commonwealth of Massachusetts, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

A certain parcel of land, not homestead, situated on the Westerly side of Rte 3A, as now travelled, in the Town of Hooksett, County of Merrimack, State of New Hampshire, bounded and described as follows:

BEGINNING on the westerly side of State Highway Route 3A at a State of New Hampshire Concrete Bound, said bound being the southeast corner of land of the State of New Hampshire and the northeast corner of the premises herein described;

THENCE southeasterly along said westerly side of Route 3A, by a curve to the left having a radius of 1149.33 feet a distance of 332.72 feet to a point of tangency;

THENCE continuing along said westerly side of Route 3A, S 44° 07' 36" E. 431.94 feet to a point of curvature;

THENCE continuing southeasterly along said westerly side of Route 3A by a curve to the right having a radius of 1173.22 feet a distance of 415.45 feet to a point of tangency;

THENCE continuing along said westerly side of Route 3A S 23° 47' 01" E, 103.51 feet to the southeast corner of the premises herein described;

THENCE continuing S 83° 32' 06" W, 785.06 feet to a point on the Limited Access R.O.W. of Interstate 93 (F.E. Everett Turnpike) said point being 150 feet from the baseline of said Turnpike;

THENCE by said Limited Access R.O.W. as it curves northwesterly and having a radius of 3959.79 feet a distance of 58.86 feet to a point, said point being 150 feet from Station 167+00 of the baseline of said Turnpike;

THENCE continuing along said Limited Access R.O.W. N 3° 45' 58" W, 317.65 to a point, said point being 200 feet from Station 170+00 of the baseline of said Turnpike;

THENCE continuing along said Limited Access R.O.W. as it curves northwesterly and having a radius of 4009.79 feet a distance of 388.22 feet to a point, said point being 200 feet from Station 173+68.85 of the baseline of said Turnpike.

THENCE continuing along said Limited Access R.O.W. N 7° 51' 16" W, 226.73 feet to a point, said point being 250 feet from Station 175+89 of the baseline of said turnpike;

THENCE continuing along say Limited Access R.O.W. N 42° 27' 35" E, 134.61 feet to a point, said point being 370 feet from Station 176+50 of the baseline of said Turnpike;

THENCE continuing along said Limited Access R.O.W. N 69° 24' 20" E, 110.00 feet to point, said point being 480 feet from Station 176+50 of the baseline of said Turnpike and the point of BEGINNING.

Meaning and intending to describe & convey the premises shown on a plan entitled Plan of Land of Chandonnais, Route 3A Hooksett, New Hampshire, Scale 1"=100' dated November 25, 1985, prepared by John J. Gillis, P.E. Licensed Land Surveyor, 379 Harrison Street, Manchester, New Hampshire recorded as Plan No. 8608 at Merrimack County Registry of Deeds.

LT1-2-823422-1

LT2-3344-1645-2

Containing ten and seventy-five hundredths (10.75) acres more or less, and being all that real estate recorded December 3, 1985, at the Merrimack County Registry of Deeds in Book 1540, Page 783.

Said premises being acquired for the Hooksett, 14949 project which plan is on file in the records of the New Hampshire Department of Transportations and shown as Parcel 6, on said plan to be recorded at the Merrimack County Registry of Deeds.

It is hereby made a part of the before mentioned consideration and a condition to this instrument that the property taxes are to be pro-rated as of the date of execution of this instrument.

Executed this 4th day of October, 2012.

C V & F, INC. F/K/A
CAMBRIDGE VALVE & FITTING INC.

By: John P. Colagan Jr.

Title: President / Treasurer

STATE/COMMONWEALTH OF Massachusetts, SS A. D., 2012.

On this 4th day of October, 2012, before me, John K. Dineen the undersigned officer, personally appeared, John P. Colagan, Jr., who acknowledged as being the [title] Pres/Treas of C V & F, INC. f/k/a Cambridge Valve & Fitting Inc., and that as such [title] Pres/Treas, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as [title] Pres/Treas.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Notary Public/~~Justice of the Peace~~
My commission expires: February 2, 2018

JOHN K. DINEEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires February 2, 2018

MERRIMACK COUNTY RECORDS
Kathi L. Lacy, CPO, Register

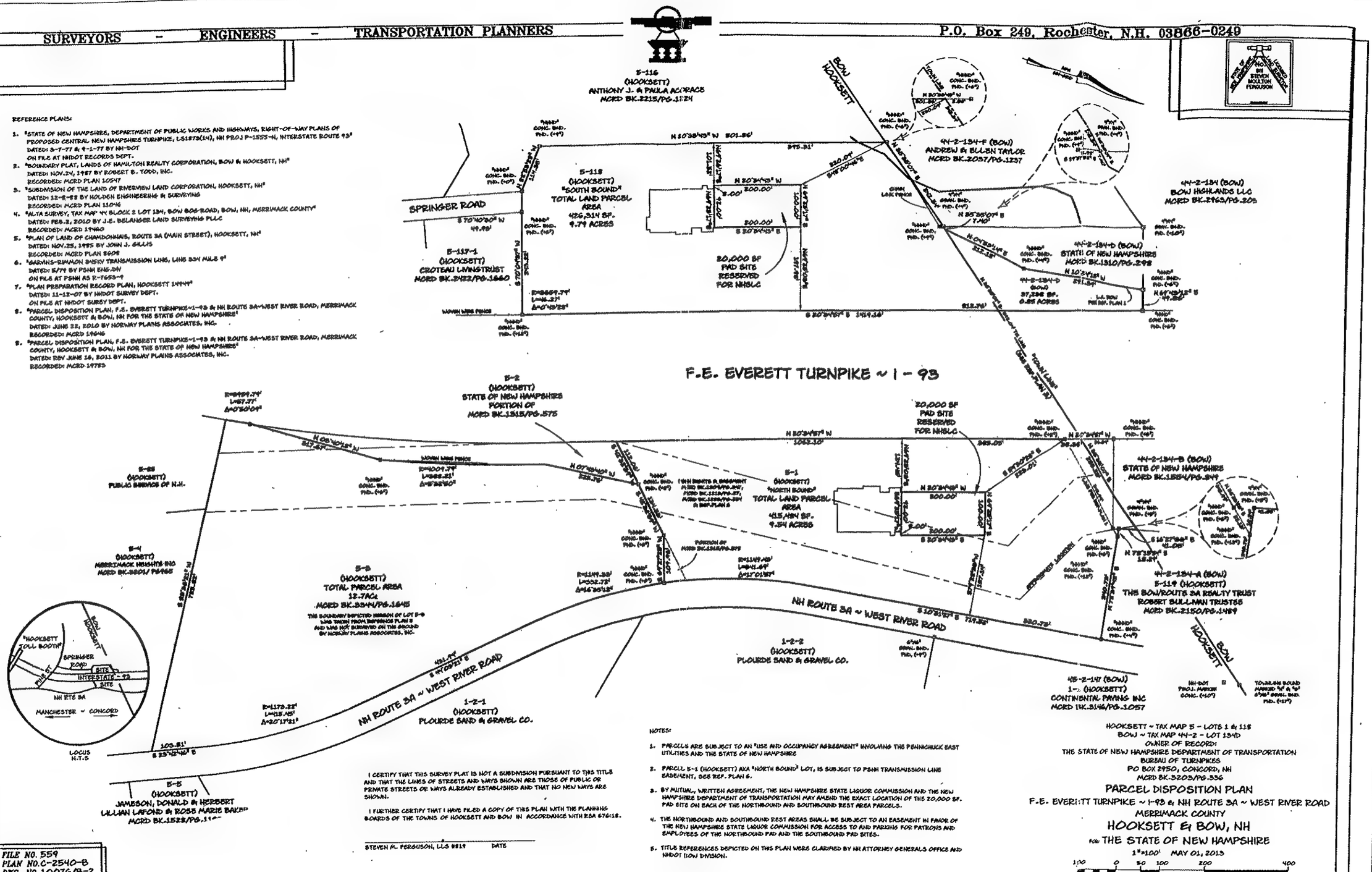
EXHIBIT B – PROPERTY PLAN

SURVEYORS – ENGINEERS – TRANSPORTATION PLANNERS

P.O. Box 249, Rochester, N.H. 03866-0249

REFERENCE PLANS:

1. "STATE OF NEW HAMPSHIRE, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, RIGHT-OF-WAY PLANS OF PROPOSED CENTRAL NEW HAMPSHIRE TURNPIKE, I-S1873(14), NH PROJ P-1555-N, INTERSTATE ROUTE 93" DATED: 3-7-77 & 9-1-77 BY NH-DOT ON FILE AT NHDOT RECORDS DEPT.
2. "BOUNDARY PLAT, LANDS OF HAMILTON REALTY CORPORATION, BOW & HOOKSETT, NH" DATED: NOV.24, 1987 BY ROBERT B. TODD, INC. RECORDED: MCRD PLAN 10547
3. "SUBDIVISION OF THE LAND OF RIVERVIEW LAND CORPORATION, HOOKSETT, NH" DATED: 12-8-88 BY HOLDEN ENGINEERING & SURVEYING RECORDED: MCRD PLAN 11046
4. "ALTA SURVEY, TAX MAP 44 BLOCK 2 LOT 134, BOW BOG ROAD, BOW, NH, MERRIMACK COUNTY" DATED: FEB.2, 2010 BY J.E. BELANGER LAND SURVEYING PLLC RECORDED: MCRD 17460
5. "PLAN OF LAND OF CHAMBONNAIS, ROUTE 3A (MAIN STREET), HOOKSETT, NH" DATED: NOV.25, 1985 BY JOHN J. GILLIS RECORDED: MCRD PLAN 8908
6. "GARVINS-RIMMON 345KV TRANSMISSION LINE, LINE 334 MILE 9" DATED: 5/79 BY PSNH ENG.DIV ON FILE AT PSNH AS E-T653-9
7. "PLAN PREPARATION RECORD PLAN, HOOKSETT 144+49" DATED: 11-12-07 BY NHDOT SURVEY DEPT. ON FILE AT NHDOT SURVEY DEPT.
8. "PARCEL DISPOSITION PLAN, F.E. EVERETT TURNPIKE-I-93 & NH ROUTE 3A-WEST RIVER ROAD, MERRIMACK COUNTY, HOOKSETT & BOW, NH FOR THE STATE OF NEW HAMPSHIRE" DATED: JUNE 22, 2010 BY NORWAY PLAINS ASSOCIATES, INC. RECORDED: MCRD 19646
9. "PARCEL DISPOSITION PLAN, F.E. EVERETT TURNPIKE-I-93 & NH ROUTE 3A-WEST RIVER ROAD, MERRIMACK COUNTY, HOOKSETT & BOW, NH FOR THE STATE OF NEW HAMPSHIRE" DATED: REV JUNE 16, 2011 BY NORWAY PLAINS ASSOCIATES, INC. RECORDED: MCRD 19783



I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

I FURTHER CERTIFY THAT I HAVE FILED A COPY OF THIS PLAN WITH THE PLANNING BOARDS OF THE TOWNS OF HOOKSETT AND BOW IN ACCORDANCE WITH RSA 676:18.

STEVEN M. FERGUSON, LLS #819 DATE

NOTES:

1. PARCELS ARE SUBJECT TO AN "USE AND OCCUPANCY AGREEMENT" INVOLVING THE PENNICHUCK EAST UTILITIES AND THE STATE OF NEW HAMPSHIRE
2. PARCEL 5-1 (HOOKSETT) AKA "NORTH BOUND" LOT, IS SUBJECT TO PSNH TRANSMISSION LINE EASEMENT, SEE REF. PLAN 6.
3. BY MUTUAL, WRITTEN AGREEMENT, THE NEW HAMPSHIRE STATE LIQUOR COMMISSION AND THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION MAY AMEND THE EXACT LOCATION OF THE 20,000 SF. PAD SITE ON EACH OF THE NORTHBOUND AND SOUTHBOUND REST AREA PARCELS.
4. THE NORTHBOUND AND SOUTHBOUND REST AREAS SHALL BE SUBJECT TO AN EASEMENT IN FAVOR OF THE NEW HAMPSHIRE STATE LIQUOR COMMISSION FOR ACCESS TO AND PARKING FOR PATRONS AND EMPLOYEES OF THE NORTHBOUND PAD AND THE SOUTHBOUND PAD SITES.
5. TITLE REFERENCES DEPICTED ON THIS PLAN WERE CLARIFIED BY NH ATTORNEY GENERALS OFFICE AND NHDOT ROW DIVISION.

HOOKSETT ~ TAX MAP 5 – LOTS 1 & 118
BOW ~ TAX MAP 44-2 – LOT 134D
OWNER OF RECORD:
THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
PO BOX 2950, CONCORD, NH
MCRD BK.3203/PG.336

PARCEL DISPOSITION PLAN

F.E. EVERETT TURNPIKE ~ I-93 & NH ROUTE 3A ~ WEST RIVER ROAD
MERRIMACK COUNTY
HOOKSETT & BOW, NH
for: THE STATE OF NEW HAMPSHIRE
1"=100' MAY 01, 2013

1:00 0 50 100 200 400

FILE NO. 559
PLAN NO.C-2540-B
DWG. NO. 10076/B-2
F.B. NO. "729 & 819"

EXHIBIT C – TIERED PERCENT RENT, ESTIMATED PERCENT RENT, ESTIMATED FUEL RENT CHART

EXHIBIT C

Tiered Percent Rent / Tiered Fuel Rent Chart

State of New Hampshire

Department of Transportation

Hooksett Service Area Development Project

*Annual Gross Sales	% Rent on Gross Sales	Incremental Percent Rent	Total Percent Rent on Gross Sales at Upper Limit
$0 - $13,500,000	3%	$405,000	$405,000
$13,500,001 - $14,500,000	5%	$50,000	$455,000
$14,500,001 - $15,500,000	7%	$70,000	$525,000
$15,500,001 - $16,500,000	8%	$80,000	$605,000
$16,500,001 - $17,500,000	9%	$90,000	$695,000
$17,500,001 -$18,500,000	10%	$100,000	$795,000
Over $18,500,000	10%		

*Gross Sales as defined in Section 10.

Annual Gallon of Fuel Sales	Cents per Gallon on Fuel Sales	Incremental Fuel Rent	Total Fuel Rent at Upper Limit
0 - 6,700,000	$0.04	$268,000	$268,000
6,700,001 - 7,200,000	$0.06	$30,000	$298,000
7,200,001 - 7,700,000	$0.08	$40,000	$338,000
Over 7,700,000	$0.09		

EXHIBIT D – GUARANTEED MINIMUM ANNUAL RENT, ESTIMATED PERCENT RENT, ESTIMATED FUEL RENT CHART

EXHIBIT D

Guaranteed Minimum Annual Rent, Estimated Percent Rent, Estimated Fuel Rent Chart

State of New Hampshire

Department of Transportation

Hooksett Service Area Development Project

Contract Term: July 1, 2013 - June 30, 2048

Year	State Fiscal Year	Period	*Guaranteed Minimum Annual Rent	Estimated Gross Sales, Ramp Up then $15.5M in Yr 4 & 1% Annual Growth	Effective Percent Rent	Estimated Percent Rent Payment	Estimated Gas Sales, Ramp Up then 7.7M in Yr 4 & 1% Annual Growth	Effective State Rent, Cents Per Gallon	Estimated Fuel Rent Payment	**Estimated Total Rent Payment	Estimated Cumulative Rent
Pre-Opening		July 1, 2013 - April 28, 2015									
1	2015	April 29, 2015 - June 30, 2015	$ 86,301	$ 2,330,137	3.00%	$ 69,904	1,156,438	0.040	$ 46,258	$ 86,301	$ 86,301
2	2016	July 1, 2015 - June 30, 2016	$ 500,000	$ 13,635,000	3.02%	$ 411,750	6,767,000	0.040	$ 272,020	$ 683,770	$ 770,071
3	2017	July 1, 2016 - June 30, 2017	$ 500,000	$ 13,771,350	3.04%	$ 418,568	6,834,670	0.040	$ 276,080	$ 694,648	$ 1,464,719
4	2018	July 1, 2017 - June 30, 2018	$ 500,000	$ 15,500,000	3.39%	$ 525,000	7,700,000	0.044	$ 338,000	$ 863,000	$ 2,327,719
5	2019	July 1, 2018 - June 30, 2019	$ 500,000	$ 15,655,000	3.43%	$ 537,400	7,777,000	0.044	$ 344,930	$ 882,330	$ 3,210,049
6	2020	July 1, 2019- June 30, 2020	$ 500,000	$ 15,811,550	3.48%	$ 549,924	7,854,770	0.045	$ 351,929	$ 901,853	$ 4,111,902
7	2021	July 1, 2020 - June 30, 2021	$ 550,000	$ 15,969,666	3.52%	$ 562,573	7,933,318	0.045	$ 358,999	$ 921,572	$ 5,033,474
8	2022	July 1, 2021 - June 30, 2022	$ 550,000	$ 16,129,362	3.57%	$ 575,349	8,012,651	0.046	$ 366,139	$ 941,488	$ 5,974,962
9	2023	July 1, 2022 - June 30, 2023	$ 550,000	$ 16,290,656	3.61%	$ 588,252	8,092,777	0.046	$ 373,350	$ 961,602	$ 6,936,564
10	2024	July 1, 2023 - June 30, 2024	$ 550,000	$ 16,453,562	3.65%	$ 601,285	8,173,705	0.047	$ 380,633	$ 981,918	$ 7,918,483
11	2025	July 1, 2024 - June 30, 2025	$ 550,000	$ 16,618,098	3.70%	$ 615,629	8,255,442	0.047	$ 387,990	$ 1,003,619	$ 8,922,101
12	2026	July 1, 2025 - June 30, 2026	$ 550,000	$ 16,784,279	3.76%	$ 630,585	8,337,997	0.047	$ 395,420	$ 1,026,005	$ 9,948,106
13	2027	July 1, 2026 - June 30, 2027	$ 550,000	$ 16,952,122	3.81%	$ 645,691	8,421,377	0.048	$ 402,924	$ 1,048,615	$ 10,996,721
14	2028	July 1, 2027 - June 30, 2028	$ 550,000	$ 17,121,643	3.86%	$ 660,948	8,505,590	0.048	$ 410,503	$ 1,071,451	$ 12,068,172
15	2029	July 1, 2028 - June 30, 2029	$ 550,000	$ 17,292,859	3.91%	$ 676,357	8,590,646	0.049	$ 418,158	$ 1,094,516	$ 13,162,687
16	2030	July 1, 2029- June 30, 2030	$ 550,000	$ 17,465,788	3.96%	$ 691,921	8,676,553	0.049	$ 425,890	$ 1,117,811	$ 14,280,498
17	2031	July 1, 2030 - June 30, 2031	$ 550,000	$ 17,640,446	4.02%	$ 709,045	8,763,318	0.049	$ 433,699	$ 1,142,743	$ 15,423,241
18	2032	July 1, 2031 - June 30, 2032	$ 550,000	$ 17,816,850	4.08%	$ 726,685	8,850,951	0.050	$ 441,586	$ 1,168,271	$ 16,591,512
19	2033	July 1, 2032- June 30, 2033	$ 550,000	$ 17,995,019	4.14%	$ 744,502	8,939,461	0.050	$ 449,551	$ 1,194,053	$ 17,785,565
20	2034	July 1, 2033 - June 30, 2034	$ 900,000	$ 18,174,969	4.20%	$ 762,497	9,028,856	0.051	$ 457,597	$ 1,220,094	$ 19,005,659
21	2035	July 1, 2034 - June 30, 2035	$ 900,000	$ 18,356,719	4.25%	$ 780,672	9,119,144	0.051	$ 465,723	$ 1,246,395	$ 20,252,054
22	2036	July 1, 2035 - June 30, 2036	$ 900,000	$ 18,540,286	4.31%	$ 799,029	9,210,336	0.051	$ 473,930	$ 1,272,959	$ 21,525,013
23	2037	July 1, 2036- June 30, 2037	$ 900,000	$ 18,725,689	4.37%	$ 817,569	9,302,439	0.052	$ 482,220	$ 1,299,788	$ 22,824,801
24	2038	July 1, 2037 - June 30, 2038	$ 900,000	$ 18,912,946	4.42%	$ 836,295	9,395,463	0.052	$ 490,592	$ 1,326,886	$ 24,151,687
25	2039	July 1, 2038- June 30, 2039	$ 900,000	$ 19,102,075	4.48%	$ 855,208	9,489,418	0.053	$ 499,048	$ 1,354,255	$ 25,505,943
26	2040	July 1, 2039 - June 30, 2040	$ 900,000	$ 19,293,096	4.53%	$ 874,310	9,584,312	0.053	$ 507,588	$ 1,381,898	$ 26,887,840
27	2041	July 1, 2040 - June 30, 2041	$ 900,000	$ 19,486,027	4.59%	$ 893,603	9,680,155	0.053	$ 516,214	$ 1,409,817	$ 28,297,657
28	2042	July 1, 2041 - June 30, 2042	$ 900,000	$ 19,680,887	4.64%	$ 913,089	9,776,957	0.054	$ 524,926	$ 1,438,015	$ 29,735,672
29	2043	July 1, 2042 - June 30, 2043	$ 900,000	$ 19,877,696	4.69%	$ 932,770	9,874,726	0.054	$ 533,725	$ 1,466,495	$ 31,202,167
30	2044	July 1, 2043- June 30, 2044	$ 900,000	$ 20,076,473	4.75%	$ 952,647	9,973,474	0.054	$ 542,613	$ 1,495,260	$ 32,697,427
31	2045	July 1, 2044- June 30, 2045	$ 900,000	$ 20,277,238	4.80%	$ 972,724	10,073,208	0.055	$ 551,589	$ 1,524,313	$ 34,221,739
32	2046	July 1, 2045 - June 30, 2046	$ 900,000	$ 20,480,010	4.85%	$ 993,001	10,173,940	0.055	$ 560,655	$ 1,553,656	$ 35,775,395
33	2047	July 1, 2046 - June 30, 2047	$ 900,000	$ 20,684,810	4.90%	$ 1,013,481	10,275,680	0.055	$ 569,811	$ 1,583,292	$ 37,358,687
34	2048	July 1, 2047 - June 30, 2048	$ 900,000	$ 20,891,658	4.95%	$ 1,034,166	10,378,437	0.056	$ 579,059	$ 1,613,225	$ 38,971,912
		Total	**$ 23,236,301**	**$ 589,793,964**		**$ 24,372,426**	**292,980,210**	**0.051**	**$ 14,629,347**	**$ 38,971,912**	
		Annual Average Rent		**$ 17,346,881**		**$ 736,440**	**8,617,065**		**$ 441,912**	**$ 1,178,352**	
		NPV - 3% Annual Rate	**$13,332,815**			**$13,972,254**			**$8,499,645**	$ 22,471,900	

* Guaranteed Minimum Rent will be payable as defined in Section 9.3

** Estimated Total Rent Payments reflect the higher of the guaranteed minimum annual rent or the estimated percent rent plus estimated fuel rent. The percent rent and fuel rent is only applicable if $13.5M in gross sales or 6.7M in fuel sales is exceeded. If neither threshold is exceeded in a given fiscal year then only the guaranteed minimum rent is payable.

EXHIBIT E – THE COMMON MAN HOOKSETT PROPOSAL, DATED JANUARY 29, 2013

EXHIBIT F – THE COMMON MAN HOOKSETT BAFO,
DATED MARCH 25, 2013

EXHIBIT G– NHDOT RFP 2013-148 WITH ADDENDA, INCORPORATED

EXHIBIT H – THE COMMON MAN HOOKSETT QUALIFICATIONS

EXHIBIT I – DEVELOPER/OPERATOR'S CERTIFICATES AND ATTACHMENTS

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Common Man Hooksett is a New Hampshire trade name registered on February 27, 2013 and that Granite State Hospitality, LLC presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of May, A.D. 2013

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Granite State Hospitality LLC is a New Hampshire limited liability company formed on November 13, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of May, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY
GRANITE STATE HOSPITALITY, LLC

NOW COMES Edward J. McLear, Jr., and Alexander L. Ray, Trustee of the Alexander L. Ray 1999 Revocable Trust and being duly sworn, hereby certify:

1. That we , the said Edward J. McLear, Jr., and Alexander L. Ray, Trustee of the Alexander L. Ray 1999 Revocable Trust, are all of the members of Granite State Hospitality, LLC, a limited liability company, organized and existing under the laws of the State of New Hampshire, ("**LLC**"), and registered to do business under the trade name "The Common Man Hooksett".

2. That said LLC is in good standing and organized and existing under the laws of the State of New Hampshire, formed on November 13, 2006, and has appropriate authority to conduct its business, including, specifically, to lease certain premises situate in the Town of Hooksett and State of New Hampshire, from the State of New Hampshire, pursuant to the terms and provisions of a certain Ground Lease Contract.

3. That Edward J. McLear, Jr., as the Manager is authorized to execute such Ground Lease Contract as of the date hereof, May 30, 2013, and such other documents as may be necessary, on behalf of the LLC as he, in his discretion, shall determine to be in the best interests of the LLC to effectuate the intentions of the within resolution.

4. That there are no limitations, either statutory or contractual, which would prevent the LLC from entering into the foregoing.

Respectfully submitted,
GRANITE STATE HOSPITALITY, LLC
By Its Members

Dated: May 30, 2013

Edward J. McLear, Jr.

STATE OF NEW HAMPSHIRE)
GRAFTON) May 30, 2013

BEFORE ME, the undersigned officer, personally appeared the above-named Edward J. McLear, Jr., and acknowledged that he executed the foregoing instrument as his voluntary act and deed and the free act and deed of said Limited Liability Company, as such member, being authorized so to do, for the purposes set forth therein and that the statements set forth therein are true to the best of his knowledge and belief.

Notary Public/~~Justice of the Peace~~
My Commission expires:
JANE I. SAWYER, Notary Public
My Commission Expires March 24, 2015

Dated: May 30, 2013

Alexander L. Ray, Trustee
Alexander L. Ray 1999 Revocable Trust

STATE OF NEW HAMPSHIRE)
GRAFTON) May 30, 2013

BEFORE ME, the undersigned officer, personally appeared the above-named Alexander L. Ray, Trustee of the Alexander L. Ray 1999 Revocable Trust, and acknowledged that he executed the foregoing instrument as his voluntary act and deed and the free act and deed of said Limited Liability Company, as such member, being authorized so to do, for the purposes set forth therein and that the statements set forth therein are true to the best of his knowledge and belief.

Notary Public/Justice of the Peace
My Commission expires: Sept 19, 2017

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EXHIBIT J – Requirements for the Design, Construction, and Operation of the Self Service Automobile Fueling Stations

Requirements for the Design, Construction, and Operation of the Self Service Automobile Fueling Stations

Facility Description:

The "Self Service Automobile Fueling Stations" or "UST Facilities" will be Regulated Underground Storage Facilities as defined by New Hampshire Administrative Rule Env-Wm 1401 (Env-Wm 1401).

The UST Facilities consist of Underground Storage Tanks ("USTs" or "tanks"), regulated underground piping, secondary containment devices, fuel dispensers, fuel pumps, environmental monitoring systems, safety devices, electrical systems, and related equipment.

Ownership:

The "Land Owner" is the State of New Hampshire (the "State").

The "UST System Owner" (Facility Owner, UST Facility Owner, Tank System Owner) as defined in Env-Wm 1401 and the "Stored Product Owner" is the Developer/Operator.

General Notes

References to administrative rules, statutes, and codes are to the current versions in force at the time that this Agreement is executed. As all such governing documents undergo revisions and updates from time to time, the Developer/Operator shall be responsible for complying with the current version or revision of all applicable statutes, administrative rules, and codes, any specific references in this document notwithstanding.

Developer/Operator Responsibilities:

1. Construct all Underground and Aboveground Storage (if applicable) Facilities (the "UST Facility" or "UST Facilities") in accordance with Env-Wm 1401, Env-Wm 1402 (if applicable), and Env-Or 500, Saf-C 6000 (The New Hampshire State Fire Code) or subsequent equivalent revisions of these regulations. Construct the UST Facilities in accordance with applicable industry standards, including those published by the Petroleum Equipment Institute (PEI) and the National Fire Protection Association (NFPA). Construct the UST Facilities with a fixed dry chemical fire suppression system covering the vehicle fueling areas complying with NFPA 17. The fire suppression system shall be listed by UL 1254.

2. Provide design plans, specifications, and a list of UST Facility equipment for review by the State coincident with other design document submittals as required in the Contract.

3. Register the UST Facilities in accordance with Env-Wm 1401, identifying the Developer/Operator as the "Facility Owner (Tank System Owner)" and "Stored Product Owner," and the New Hampshire Department of Transportation (NHDOT) as the "Land Owner."

4. Operate and maintain the UST Facilities in accordance with all applicable Federal, State, and Local laws, statutes, rules, and regulations, including, but not limited to, Env-Wm 1401, Env-Wm 1402, Env-Or 500 the New Hampshire State Fire Code and other industry standards, including but not limited to the requirements outlined below. All personnel certifications, inspections, tests, training, reports, repairs, upgrades, maintenance, spill response, site investigation, and environmental remediation related to the operation of the UST Facilities, shall be the responsibility of the Developer/Operator and be conducted by certified personnel as required by Env-Wm 1401 or equipment manufacturer requirements.

5. The Developer/Operator shall maintain all records, documents, certifications, permits, registrations, reports, test results, inspection results, regulatory notifications, and regulatory correspondence related to the operation of the UST Facilities. At the request of the State, provide copies of all records, documents, certifications, permits, registrations, reports, test results, inspection results, regulatory notifications, and regulatory correspondence related to the UST facilities.

6. The State shall reserve the right to inspect the UST facilities from time to time for compliance with applicable State and Federal environmental requirements using State personnel or third-party environmental compliance auditors or inspectors.

7. Report all Unusual Operating Conditions, as defined in Env-Wm 1401.16, within 24 hours of discovery, to the NHDOT Bureau of Environment and the New Hampshire Department of Environmental Services (NHDES). The Developer/Operator shall follow all procedures outlined in that rule, up to and including, the ultimate resolution of the condition and closure of the report with the NHDES;

8. Maintain a "Four-Hour Response On-Call" agreement with a licensed hazardous waste removal contractor to respond to petroleum and hazardous material spills on a 24-hour, 365-day basis;

9. Report all releases of oil to the NHDES, and the NHDOT Bureau of Environment within the same schedule, in accordance with New Hampshire Administrative Rule Env-Or 600. The Developer/Operator shall be responsible for investigating and remediating all releases related to the operation of the UST Facilities to the environment in accordance with NHDES rules;

10. Remove and permanently close the UST Facilities in its entirety at the conclusion of the lease term in accordance with Env-Wm 1401, at the option of the State.

11. The Developer/Operator shall indemnify the State against any claims, losses, or damages of any kind or origin, related to bodily injury or personal property damage in any way connected to the operation of the UST Facilities, and against any claims, losses, or damages of any kind or origin, related to environmental damages or noncompliance in any way connected to the operation of the UST Facilities or releases of oil or hazardous materials into the environment from the UST Facilities.

12. In addition to any other Event of Default, any one of the following acts or omissions of the Developer/Operator shall constitute an event of default hereunder:

    a. Failure to maintain certified UST Class A, B, and C operators in accordance with Federal and State regulations;
    b. Failure to maintain compliance with Federal and State Environmental Regulations, including but not limited to Env-Wm 1401, Env-Wm 1402, Env-Or 500, and Env-Or 600; and
    c. Failure to meet any of the requirements of Exhibit J.

EXHIBIT K – POST BAFO/PRE CONTRACT CONCEPTUAL DESIGN